
ONEHUNGA BOROUGH COUNCIL **LABOURERS**—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Auckland]

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 23rd day of January 1961, between the Onehunga Borough Council (hereinafter called "the council" or "the employer") of the one part and the Auckland and Suburban Local Bodies Labourers and Related Trades Industrial Union of Workers (hereinafter called "the union") of the other part whereby it is mutually agreed by and between the said parties as set out in the following Schedule.

SCHEDULE

Clause 1: Persons to Whom Agreement Applies

This agreement shall apply to all workers performing work covered by this agreement and employed by the Onehunga Borough Council.

Clause 2: Definitions

"Ganger" shall mean a worker who is placed in charge of a group of workers and gives directions and instructions.

Clause 3: Hours of Work

(a) Except as provided, the ordinary hours of work shall not exceed 40 per week, of which not more than eight hours shall be worked on each of five days of the week, Monday to Friday inclusive, between the hours of 7.30 a.m. and 5 p.m.

(b) The hours of work for street sweepers shall be by mutual arrangement between the council and the union.

(c) The interval for meals shall be by mutual arrangement between the employer and the worker, provided that no worker works more than five hours without an interval for a meal.

(d) The ordinary hours of work for bath attendants, green keepers, glass house-keepers, motor camp attendants and caretakers of parks and reserves shall not exceed 40 per week or eight per day to be worked on any five of the seven days of the week between the hours of 7.30 a.m. and 5 p.m.: provided that days off duty each week shall be consecutive and so arranged that the workers shall have two weekends off in each four weeks. Workers under this subclause shall be entitled to payments prescribed by subclause (d) of clause 10 for work done on holidays and shall be entitled to time and a half for work performed on Saturdays and double time for work performed on Sundays when it is part of the normal 40 hour week in accordance with this subclause. Further, bath attendants who take money shall receive an hourly payment of 3½d. per hour above the wage laid down for other bath attendants.

(e) The hours of work for womens rest room attendants shall be Monday to Thursday between the hours of 10 a.m. and 5 p.m. Friday 10 a.m. to 9 p.m.

(f) Where it is necessary to work shifts, each shift shall not exceed eight hours in every 24 hours, inclusive of one half for meals; and all work beyond eight hours shall be paid for at overtime rates; Provided that when shifts are not worked on three consecutive days, overtime shall be paid. Where shifts are worked, all shifts worked on afternoon or night shift shall be paid for at 4s. per shift.

Clause 4: Wages

The following minimum rates of wages shall be paid to men employed in the following branches of work:

- (i) Concrete workers, groundsman (Waikaraka Park), yardman (borough depot), road construction workers, tar, tar oil and bitumen workers, drainage and sewage workers, gardeners, propagators, hand mower operators, bath attendants, convenience cleaners (male), kerb layers, wall builders, water servicemen, quarrymen, shot firers, machine drill men, and all other workers not specified: £14 3s. 4d. per week.
- (ii) Refuse tipman, refuse lifters, head gardener, regular grave diggers, gangers, head drainer, head groundsman (Waikaraka Park), head road maintenance worker: £15 6s. 8d. per week.
- (iii) Employee in charge of refuse lifting gang to be paid an extra 6s. per week.
- (iv) Head ganger and turncock: £16 3s. 4d. per week.
Assistant turncock: £15 6s. 8d. per week.
- (v) Convenience attendant (female): £10 6s. 8d. per week.

Clause 5: Increase in Rates of Remuneration

The rates of remuneration provided in this agreement shall be amended from time to time by any changes which are made in Order 238 of the Government Service Tribunal and shall be applied to this agreement in line with the Public Service Commission formula which is adopted following Government Service Tribunal orders and shall be deemed to be incorporated in this agreement.

Clause 6: Overtime and Special Payments

(a) Except where otherwise provided, all time worked beyond the hours hereinbefore mentioned shall be considered overtime and shall be paid for at the following: Time and a half for the first three hours and thereafter double time. All time worked after 12 noon on Saturday shall be paid for at double ordinary rates.

(b) Except where otherwise provided, work performed on Sundays shall be paid for at double ordinary rates.

(c) Where any worker turns out and reports on the job for normal overtime on a Saturday and it is wet, he shall receive a minimum of two hours pay at the prescribed overtime rates.

(d) Any worker called out for special work such as wash outs, urgent road repairs, blow outs, and water services and or of a similar nature and who performs the work outside ordinary working hours, shall be paid at the rate of double time with a minimum payment of four hours.

(e) Gum boots shall, where necessary, be supplied by the employer when a worker is working in water, slush, or wet concrete over 2 in. in depth.

(f) Where it is required by the employer that a worker standby outside working hours, an allowance shall be made which shall be agreed upon between the employer and the union.

(g) All workers called out for essential services shall be paid a minimum of two hours, same to be calculated from the time a worker leaves his home and returns thereto, or that reasonable travelling time be allowed.

Clause 7: Tunnels, Shafts, Sumps, etc.

(a) Where men are employed in tunnels, shafts or sumps, the shift shall not exceed eight hours and this period shall include half an hour crib time: Provided that this shall not apply where a drive or tunnel is less than 20 ft in length and in shafts or sumps less than 15 ft below the surface, measured bank to bank.

(b) The provisions of the Scaffolding and Excavation Act 1922 and its regulations shall apply to all scaffolding and excavation work carried out under this agreement.

(c) Where the conditions are wet and muddy and men are required to work, they shall be provided with gum boots and short water-proof coats if available.

(d) Men employed in sinking shafts, sumps, pier holds or working in trenches, water courses or creeks over 6 ft in depth, shall be paid the following extra payments:

| | | |
|---|-------|---------------------|
| Over 6 ft and up to and inclusive of 12 ft | | 2d. extra per hour. |
| Over 12 ft and up to and inclusive of 20 ft | | 3d. extra per hour. |
| Over 20 ft | | 6d. extra per hour. |

Clause 8: Provision for Grave Diggers

Where graves are being excavated in wet weather, tent flies or covering shall be provided. Gum boots shall be provided when re-opening bad graves and suitable waterproof coats when attending funerals in wet weather. Grave diggers shall be supplied with two pairs of leather boots and four pairs of overalls per year. Where the council requires a worker to purchase boots or overalls, the council shall meet the full cost of same.

Clause 9: Contract Work

Where possible and by mutual agreement it shall be lawful for the local body to employ men on co-operative contract system, the general working conditions of such system to be agreed upon between the employer and the Union.

Clause 10: Holidays

(a) Provided that a worker is working for the council at any time during the fortnight ending on the day on which the holiday occurs the worker shall be allowed the following holidays on pay. New Years Day, 2 January, 29 January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day.

(b) When any of the above holidays, except Anzac Day, falls on a Saturday or a Sunday it shall be observed on the following Monday, and in the event of another falling on such Monday such other holiday shall be observed on the succeeding Tuesday.

(c) Payment for such holidays allowed shall be at the ordinary wage rate plus incharge or shift allowances which would have been paid had the holiday been an ordinary working day.

(d) Time worked on any of the above holidays shall be paid at double ordinary rates in addition to the holiday payment due in subclause (c) above.

(e) A worker who has been certified as fit to resume work on any of the above holidays following sick leave or absence because of an accident, and who reports for duty on the working day immediately following such holiday, shall be paid for such holiday.

Clause 11: Annual Holidays

Annual holidays shall be allowed in accordance with the provision of the Annual Holidays Act 1944: Provided that after a worker has 10 years continuous service with the council he shall receive three weeks annual holiday per year.

Clause 12: Higher Grade Workers

(a) Any worker put to do work of a higher grade, coming within the scope of this agreement shall receive the wages of such grade while so employed. The minimum payment at the higher rate shall be for two hours.

(b) Where a worker is required to relieve a worker receiving a higher rate and where the higher rate has been agreed to by resolution of the council outside of this agreement, the relieving workers shall receive that higher rate as agreed to by council while so employed.

Clause 13: Tools and Accessories

(a) All tools shall be provided and kept in good order by the employer.

(b) Hydrant men shall be supplied with gum boots, overalls and hand protectors; street washers with boots and rainproof oilskins; and drainers in wet places with gum boots and skin backs.

(c) Joints required to join up pipes with cement or lime mortar or any other deleterious substance causing injury to the hands shall be supplied with suitable gloves.

(d) Two pairs of overalls shall be supplied twice yearly to refuse lifters and one pair of leather boots in each year to all other workers: this provision to be effective after the worker has been in the employ of the council for a period of four weeks.

(e) Where the council requires a worker to purchase gum boots, overalls, hand protectors, boots, rainproof oilskins, skin backs, leather boots or gloves, the Council shall meet the full cost of same.

Clause 14: Wet Places

(a) Six hours shall constitute a day's work in tunnelling where workers are working in wet places or foul air and shall be paid for as if the workers had worked eight hours.

(b) A "wet place" shall be deemed to be a place where workers are required to work in water or slush over 3 in. in depth or in wet concrete or where water other than rain is dripping on them.

Clause 15: Ventilation

Ventilation in all drives and tunnels shall be in accordance with the Quarries Act.

Clause 16: Tar and Bitumen Workers

(a) When engaged on work with premiss, bitumen, tar, creosote, or similar substances, a worker shall be supplied with gloves, boots, overalls, oil and goggles.

(b) Workers shall be allowed not less than 10 minutes for washing and changing each day.

Clause 17: Sewer Workers

(a) Workers employed in cleaning silt from sewers shall be supplied with gum boots and overalls.

(b) Repairers of old sewers and branch connections shall, where necessary, be supplied with liquid disinfectant, gum boots and overalls.

(c) Before work on an old sewer is commenced, it shall first receive adequate ventilation and disinfection where necessary.

(d) Seven hours shall constitute a day's work where workers are employed in cleaning the interiors of storage tanks and shall be paid for as if the workers had worked eight hours.

Clause 18: Accommodation

The employer shall provide accommodation to the satisfaction of the Inspector of Factories to enable workers to change and dry their clothes and have their meals. Such accommodation shall be for the use of all workers on the job. No lime, cement or tools shall be stored in change house. The employer shall provide proper sanitary accommodation which shall be placed at a reasonable distance from the change house and make provision for boiling water for meals. Change houses shall be thoroughly cleaned and disinfected at least once a week. Bath or shower baths with hot and cold water and soap shall be provided for refuse lifters and tipmen.

Clause 19: Accidents

(a) A fully equipped modern first aid emergency kit or case provided by the employing authority shall, to the satisfaction of the Inspector of Awards, be kept in a convenient and accessible position on each job where men are employed; and instruments, appliances and stock of or for such kit or case shall be kept clean, efficient and replenished to the like satisfaction.

(b) Whenever possible, a man with a knowledge of first aid shall be included in each gang employed.

(c) Any worker injured whilst employed shall as soon as possible after such injury report the nature, cause circumstances and time of such injury to the person in charge of the job, who shall note the name of such employee, the nature, cause, circumstances and time of the said injury and the nature of the first aid rendered, if any; and shall duly report all the said matters to the employing authority, who will also notify the union secretary.

(d) If in the opinion of the person in charge of the job, or failing such person, the workmate or workmates of any injured worker, such worker requires medical attention or, failing that, the attention of a chemist; or that conveyance of such worker for the purpose of attention is necessary, the reasonable cost of such attendance and conveyance shall be borne by the employing authority.

Clause 20: Meal Money

(a) Where any worker is called upon to work in excess of 2 hours after the ordinary time for ceasing work such worker shall receive 5s. meal money provided he does not go home for a meal during the meal period.

(b) When workers are required to work under tidal conditions continuously without a meal, then such workers shall be paid double rates for the period usually observed as meal-time.

(c) When any shift worker is employed at the request of the employer on an extra shift in any department within the scope of this agreement, 5s. tea money shall be allowed.

Clause 21: Morning and Afternoon Tea

An interval of not more than 10 minutes shall be allowed for morning tea and afternoon tea and the employer shall provide facilities for boiling water for same.

Clause 22: Payment of Wages

(a) Wages shall be paid weekly in cash during working hours except in cases approved of.

(b) (i) In the case of dismissal, not less than five days notice shall be given by either party of the termination of the engagement, but nothing in this subclause shall prevent an employer from summarily dismissing an employee for misconduct.

(ii) In the case of dismissal of a worker who has been in the employment of the council less than one month, one day's notice shall be given by either party of the termination of engagement.

(c) Where a worker is summarily dismissed, he shall be paid within half an hour of the termination of the employment and if detained longer than the time mentioned shall be paid for such extra time as he is detained. In the case of a worker being summarily dismissed, the union shall be notified by the council.

Clause 23: Workers Representative

Every employer bound by this agreement shall permit the secretary or other authorised officer of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employers' business.

Clause 24: General Provisions

(a) Two pairs of overalls shall be supplied to all workers and such issue shall be made in April and October of each year.

(b) Refuse containers shall not exceed the by-law requirements and height of the loading plates of trucks shall not be more than 5 ft 9 in.

(c) Sweepers on the streets and day-men called out who are required to work on statutory holidays and Sundays shall receive a minimum of two hours' pay.

Clause 25: Sick Benefit

(a) Any employee unable to perform his or her duties on account of sickness or accident shall, on production of a medical certificate where such absence exceeds three working days continuously, be entitled to sick leave on full pay at the rate of 10 working days for each complete year of local authority service and such leave shall be regarded as accumulative over the whole of any employee's service.

(b) The council may, in cases which it is considered special, vary and extend the period of pay during the sick leave as stated in subclause (a) hereof, particularly when in its opinion the illness results from causes that are due to conditions under which the employee has been working.

(c) For the purpose of this clause "local authority" service shall mean service with the Onehunga Borough Council, except in the case of amalgamation of local authorities or services.

(d) Time off caused by injuries received in course of duty is not to be included in computing sick leave under this clause.

(e) For the purpose of calculation service under this clause such service shall be calculated as from 1 September 1951.

Clause 26: Service Bonus

A service bonus shall be granted to all employees on the following basis:

| | | £ | s. | d. |
|---------------------------------|-------|----|----|----|
| For two years service | | 15 | 0 | 0 |
| For five years service | | 17 | 10 | 0 |
| For ten years service | | 20 | 0 | 0 |
| For fifteen years service | | 25 | 0 | 0 |
| For twenty years service | | 30 | 0 | 0 |

These payments shall be subject to the following provisions:

(a) That it be paid in respect of continuous service only; for the purpose of this agreement however "continuous service" to be interpreted to permit an employee to be absent on his own volition (i.e. other than annual leave, special leave, sick leave, or the like) for a period not exceeding one month during his total employment with the council.

(b) That the payment of the service bonus be retrospective to 1 January 1956; and apart from those who have already qualified this year, such bonus shall be paid on the anniversary of the commencement of each employee's service with the council.

(c) That if a worker leaves the employ of the council other than on the anniversary of his commencing employment with the council, he or she shall not be entitled to a proportionate part of the bonus.

NOTE—For the purpose of calculating service men still in the employ of the council who worked under Scheme 13 shall have such service taken into account.

Clause 27: Gratuity Provisions

The council may by resolution grant gratuity payment when an employee resigns from the council's staff, such gratuity to be as follows:

(a) For 10 years service, a gratuity payment of an amount equal to one month's pay.

(b) For 20 years service, a gratuity payment of an amount equal to two month's pay.

(c) For 30 years service. A gratuity payment of an amount equal to three month's pay.

Should an employee be discharged for breach of discipline or any wrong act in regards to his employment, the council reserves the right not to pay any retiring allowance or only such amount as shall be decided by the council at a properly convened meeting of which notice shall be given.

Clause 28: Matters Not Provided For

Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer and the union or such other person as may be appointed to act, and in the default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner may appeal to the Court upon giving written notice of such appeal to the other party within seven days after the decision has been communicated to the party desiring to appeal.

Clause 29: Workers To Be Members of the Union

(a) Subject to the provisions of the subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act 1936, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position of employment subject to this agreement any adult person who is not for the time being a member of any industrial union of workers bound by this agreement.

(b) For the purpose of subclause (a) of this clause a person of the age of 18 years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(c) Every person, who being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested to do so by his employer commits a breach of this agreement, and shall be liable accordingly.

NOTE—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Act 1936, which gives to workers the right to join the union.

Clause 30: Under Rate Workers

(a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on application of the worker after due notice to the union by the local Inspector of Awards or such other person as the Court may from time to time appoint for the purpose: and such inspector or other person in so fixing such wage shall have regard to the workers capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall consider.

(b) Such permit shall be for such period, not exceeding six months as such inspector or other person shall determine and after the expiration of such period shall continue in force until 14 days notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or the secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Clause 31: Workers Not Provided For

Any worker not enumerated in this agreement shall be paid such rate of wages as he may be agreed upon between the employer and the representatives of the union.

Clause 32: Scope of Agreement

The operation of this agreement is limited to all work performed by the Onehunga Borough Council.

Clause 33: Term of Agreement

This agreement shall come into force as from the 13th day of December 1960 excepting that the increase in the rates of remuneration shall come into force on the 1st day of October 1960 and shall remain in operation until the 31st day of March 1962.

Signed on behalf of the Onehunga Borough Council—

L. A. MANNING, Mayor.
N. L. NORMAN, Town Clerk.

Signed and sealed at Auckland this 23rd day of January, 1961.

Signed on behalf of the Auckland and Suburban Local Bodies Labourers' and Related Trades Industrial Union of Workers—

E. R. MACKEN, President.
H. F. CALLAGHER, Secretary.
