

WANGANUI CITY COUNCIL LABOURERS AND GARDENERS—  
INDUSTRIAL AGREEMENT

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

In the matter of the Industrial Conciliation and Arbitration Act 1925, and its amendments; and in the matter of an industrial agreement between the Mayor, Councillors and Citizens of the city of Wanganui and the Wanganui Municipal Labourers Industrial Union of Workers.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1925, and its amendments, this 1st day of December 1961, between the Mayor Councillors and Citizens of the city of Wanganui (hereinafter called "the council"), of the one part, and the Wanganui Municipal Labourers' Industrial Union of Workers (hereinafter called "the union") of the other part, whereby it is mutually agreed by and between the council and the union as follows:

SCHEDULE

*Hours of Work*

1. (a) An ordinary week's work shall not exceed 40 hours to be worked on five days of the week, Monday to Friday, both days inclusive between the hours of 7.45 a.m. and 4.30 p.m.

(b) If more than eight hours' work, exclusive of attendance to horses or motor-vehicles, is performed on any one day, any excess beyond eight hours and the specified attendance to horses or motor-vehicles shall be paid for at overtime rates.

(c) Notwithstanding the provisions of subclauses (a) and (b), the council shall be at liberty to make special arrangements as to the hours of work with the union for workers employed on street-flushing and/or street scavenging work.

(d) Shifts may be performed without regard to the hours mentioned in the previous subclauses hereto, in which case eight hours shall constitute an ordinary shift, and all time worked in excess of eight hours on any shift shall be paid for at the overtime rates hereinafter specified. Where practicable all shifts shall be arranged so that they rotate. All shifts shall be paid for at the rate of 2s. per shift over and above the ordinary rate.

(e) No worker coming under the provisions of this agreement, except under exceptional circumstances will be called upon to work more than four hours continuously without being given an opportunity to have a meal.

(f) All men paid on a weekly rate will, under adverse weather conditions, be required to do any urgent or extraordinary work as may be instructed from time to time by the City Engineer.

*Wages*

2. Unless otherwise specified, the minimum rate for workers coming within the scope of this agreement shall be as follows:

(a) (i) Dust, tar, dirt and wet concessions to be allowed to workers when entitled to them.

(ii) Except where otherwise specified, the basic rate of pay for all workers coming under the scope of this agreement will be £12 16s. 3d. per week.

(iii) Workers engaged in operating and attending to motor mowers and power-operated agricultural implements shall be paid 4½d. per hour in addition to their specified rate, with a minimum of two hours in any one day.

(b) Workers required to operate vehicles in connection with the execution of the works shall be paid not less than the rates of wages prescribed in the Wanganui City Council drivers' current agreement for such work whilst so employed.

(c) Service bonus shall be paid on the following scale:

To all workers who have completed one year of continuous service - 1½d. per hour.

To all workers who have completed five years of continuous service - 2½d. per hour.

To all workers who have completed 10 years of continuous service - 3d. per hour.

#### *Dirty Places*

3. Men employed in cleaning blocked sewers, other than storm-water culverts and drains, and who are actually working on the sewer whilst it is unsealed and coming in contact with sewage, shall be paid 1s. 6d. per hour in addition to their ordinary rates of pay for the time they are engaged, the minimum time of which must be one hour. Any drain carrying sewage to be classed as a sewer. Men employed on drawing sumps shall be paid 3½d. per hour in addition to their ordinary rates of pay while so engaged.

#### *Wet Places*

4. (a) The council shall provide suitable gum boots for all workers engaged in working in sewers or wet places. The City Engineer shall consider on its merits any claim made by a worker for an oilskin allowance.

(b) Workers being called on to work in wet places shall be paid 4½d. per hour in addition to their ordinary pay whilst so engaged. The City Engineer shall decide from time to time the merits of each particular place.

#### *Tunnelling*

5. All men employed as tunnellers or as experienced timber-men shall be paid 4½d. per hour additional to the specified rate. Men working in drains at a depth of 6 ft from the ground surface or from the top of the timber shall receive 3d. per hour additional on the specified rate.

#### *Tar, Bitumen and Concrete Workers, Gangers, Leading Hands, etc.*

6. (a) All workers engaged in carting, handling, mixing, heating or spreading hot tar or bitumen preparations, working at the hot mix plant or at the tar kettles in the yard, or regulating chips behind a tar sprayer, shall be paid 4½d. per hour in addition to their specified rate. Workers engaged in filling tar and bitumen kettles or as nozzle-men spraying tar or bitumen or spreading or regulating chips behind bitumen sprayers shall be paid 9d. per hour in addition to their specified rate.

(b) All men engaged in handling or carting cold tar or bitumen in drums shall be paid 4d. per hour in addition to their specified rate.

(c) Nozzle-men engaged in spraying and spreaders engaged in spreading hot-tar preparations shall be provided with boots and goggles, while squeegee-men spreading or working hot or cold mix asphalt preparations shall be provided with boots while so engaged.

(d) All men engaged in loading or clearing away dust shall be paid 4½d. per hour in addition to their specified rate.

(e) Men engaged for more than one hour continuously in mixing, handling or spreading wet concrete, or employed in the construction of kerbing or channelling, shall be paid 3d. per hour over and above their specified rate.

(f) Gangers shall be paid not less than 4s. 6d. per day above their specified rate, and leading-hands shall be paid not less than 3s. per day above their specified rate.

*Refuse Lifters*

7. Men employed as refuse-lifters or working at the rubbish tips shall be paid 5½d. per hour in addition to the rates for labourers or drivers as the case may be while so employed, and shall be provided with aprons, gloves, short gum boots and sou'westers.

*Winch and Compressor Tool Operators*

8. Men engaged operating the winch used in connection with the buckets on drainage excavation shall be paid 5d. per hour.

Men engaged operating pneumatic tools in connection with the compressor shall be paid 5d. per hour.

*Metal-pit Workers*

9. Men working on a face of 12 ft or over either stripping or breaking down shall be paid 3½d. per hour above their specified rate while so engaged. Men appointed by the council as quarry managers shall be paid 6d. per hour above their specified rate while employed on any work in the pit. The crusher operator shall be paid 4½d. per hour above the specified rate while engaged in operating the crusher. All other men working in the pit shall be paid 2½d. per hour above their specified rate while so engaged. No man working in the pit shall receive more than one of the allowances provided for in this clause, but no regular pit man shall lose his appropriate allowance when loading metal from stock piles at the pit.

*Tradesmen*

10. Tradesmen, improvers, and others shall be paid not less than 2d. per hour and may, at the discretion of the City Engineer be paid up to 3½d. per hour over and above the minimum amount ruling in the different awards and agreements operating in this industrial district. They must, however, conform to the hours of work, overtime rates, time allowances, holidays and other general conditions specified in this agreement. Tradesmen, who may be called upon to work where they will come into contact with tar, bitumen, or any other exceptionally dirty job, shall be paid 4½d. per hour in addition to their specified rate.

*Water and Drainage Servicemen*

11. Responsible water servicemen shall be paid £13 14s. 5d. per week and responsible drainage servicemen £14 0s. 8d. per week. A recognised assistant to a serviceman shall be paid 3d. over and above his specified rate.

*Gardeners, Caretakers, etc.*

12. (a) Gardeners or nurserymen qualified by examination and experienced full time attendants at the Winter Garden glasshouses shall be paid not less than £13 12s. 6d. per week. Other employees engaged by the council for not less than two and a half years substantially in gardening work shall, at the discretion of the City Engineer, be paid not less than £13 5s.

(b) Green-keepers, groundsmen and custodians in charge of playing areas, motor camps, etc. shall be supplied with oil skin coats and shall be paid not less than £13 8s. 8d. per week.

(c) Men detailed to use a scythe, men working at afforestation at Okehu or after a burn off at any of the reserves and men actually using cutting tools during the annual trimming of plane trees shall be paid 4½d. per hour extra while so engaged. Men engaged at lopping trees when working at a height over 15 ft shall be provided with extension ladders and shall be paid 4½d. per hour extra while so engaged.

*Definitions*

13. (a) A ganger is a person who controls and directs six or more workers and who gives directions or instructions.

(b) A leading-hand is a worker in charge of from two to five other workers, or a worker who has been appointed as a leading-hand. A drainlayer other than a ganger, who is in charge of a job, shall be classified as a leading-hand.

(c) Qualified gardeners and nurserymen are men who have served an apprenticeship of not less than five years in an approved nursery or commercial garden, or who have been continuously employed by the council in the nursery or glasshouses as propagators or nurserymen for a period of not less than five years, or who have, in the opinion of the City Engineer, had equivalent experience elsewhere.

(d) A timber-man is a person who takes responsibility for the safe placing of timber in any trench or other excavation.

(e) A serviceman under clause 11 is a person responsible for laying and jointing water or drain pipes.

(f) A tunnel shall mean any underground excavation which is over 15 ft in length, or any shaft or excavation 15 ft in depth, or less than these stipulations if the excavation is under roadways.

*Overtime and Meal Allowances*

14. (a) All time worked beyond the hours hereinbefore mentioned, except as otherwise provided for, shall be considered overtime, and shall be paid for at the rate of time and one-half for the first three hours and thereafter at the rate of double time.

(b) Except in the case of full-time caretakers whose normal duties include Sunday work, all work done on Sundays or Anzac Day shall be paid for at the rate of double time.

(c) If at any time an employee is called out after finishing his shift or day's work, overtime shall be computed from the time of leaving home, with a minimum of two hours. When an employee is called out to work on a Saturday, a Sunday, or statutory holiday, he shall be paid a minimum of two hours at the appropriate overtime rate, except that in the case of a lamp lighter he shall be paid a minimum of two hours per day at the appropriate overtime rate.

(d) Workers shall be allowed a meal allowance of 4s. 6d. where they are called upon to work overtime on any day for more than one hour after the recognised time of ceasing work. Such allowance shall not be paid if workers have been notified on the previous day of the necessity to work overtime or if workers can conveniently proceed to their own homes for a meal.

*Holidays*

15. (a) Workers coming under the scope of this agreement shall receive and be paid for the following holidays: New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Sovereign's birthday, Labour Day, Christmas Day and Boxing Day. The provisions of the Public Holidays' Act 1910 and its amendments shall be deemed to be incorporated in this agreement.

(b) In addition to the payments required by subclause (a) hereof, all work done on any of the above-mentioned holidays shall be paid for at double time rates.

(c) The provisions of the Annual Holidays' Act 1944 shall apply to workers coming within the scope of this agreement.

*Payment of Wages*

16. (a) Workers leaving the service of the council or having their services dispensed with shall be paid within 24 hours.

(b) All workers shall be paid fortnightly in the council's time.

(c) On country work wages may be paid as agreed upon by the council and the workers concerned in such work.

(d) The council may make a proportional deduction from the weekly wages prescribed for all time lost by an employee through accident, default, or sickness, except in the case of sick-pay provided for in clause 23 hereof.

#### *Country Work*

17. (a) "Country work" means work at which a worker is required to sleep away from home.

(b) Any worker engaged on country work shall be conveyed by the council to and from such place of work at reasonable intervals free of charge.

(c) Time occupied in travelling shall be paid for at ordinary rates, but no worker shall be paid more than an ordinary day's wage for any day occupied by him in travelling, although the hours exceed eight, unless on the same day he has been occupied in doing work for the council.

(d) A worker employed on country work shall be paid an additional sum of 8s. 6d. per day for each complete day that the worker is away from his usual place of residence; but the council may in lieu thereof provide them at its own expense with suitable board and lodging.

(e) Notwithstanding anything herein contained, the council may agree with the union that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed without payment of overtime, but so that not less than the rate of wages herein prescribed for country work shall be paid.

(f) Nothing in the above-mentioned provisions shall prevent the council from engaging labour on the city council waterworks without recourse to the conditions with respect to country work.

(g) Where the council agrees with the union in respect of hours on country work outside those specified in clause 1 without the payment of overtime, the rate for a worker so engaged shall be 6d. per hour in addition to the worker's specified rate.

#### *Termination of Employment*

18. Not less than one week's notice of termination of employment shall be given by the council and the employee; but this shall not prevent the council from dismissing an employee without notice for gross misconduct or neglect of duty, subject in all cases to an appeal to the council by the employee. It shall be allowable however, to employ tradesmen for a limited period of time to perform special work. The employment of these men may be terminated by giving one hour's notice.

#### *Accommodation*

19. The council shall provide accommodation to the satisfaction of the Inspector of Awards to enable workers to change their clothes and have their meals. The council shall also provide proper sanitary accommodation and, where practicable, hot water for ablution purposes.

#### *Overalls*

20. All workers coming under the scope of this agreement with six months of service shall be provided with one set of suitable overalls each year and shall be responsible for same. Where necessity arises, the City Engineer may at his discretion, issue two pairs. Workers with less than six month's service may apply for an issue of overalls provided they give an order on their wage for the value of same. Such order shall lapse after a period of six months' continuous employment or on the return of the overalls in reasonable condition. All such overalls when worn out as the result of fair wear and tear shall be replaced at the discretion of the City Engineer. Where second-hand overalls are to be re-issued they shall be laundered and fumigated to the satisfaction of the Health Officer.

*Tools and Cycle Allowance*

21. (a) All tools shall be supplied by the council and will be taken in charge by the workmen to whom the same are issued. Any tools not returned or accounted for to the satisfaction of the City Engineer shall be charged against such workmen, and such charge shall be a debt due to the employers and recoverable accordingly.

(b) Workers who are required to use their own bicycles during their hours of employment shall receive an allowance of 2s. 6d. per week or 8d. per day.

*Accidents*

22. A modern first-aid emergency kit or case, fully equipped, shall be kept by the council in a convenient and accessible place in each yard.

*Sick Leave*

23. (a) Subject to the following provisions, each employee shall be entitled to five working days sick leave on full pay for each completed year of service with the city council. Employees with 10 or more years of continuous service shall be entitled to 10 working days sick leave, subject to a maximum of accumulation of 65 working days:

- (i) The employer shall have the right to deduct the number of days of sick leave already taken by an employee in the period of service from the total number that by calculation the employee is entitled to, to determine the number of days due to him in the event of his claiming sick leave,
- (ii) A medical certificate signed by an approved medical officer shall if required, be produced where sick leave is claimed,
- (iii) In any case, where dispute arises concerning the number of days sick leave due to any employee, either party may refer the claim to a disputes committee as defined in clause 27 (b) hereof,

(b) In case of accident which entitles a worker with not less than one year's service to receive compensation payments as provided for in the Workers' Compensation Act, the council shall make up the difference between the amount drawn as compensation and the full wages; Provided that the total amount made up during any one period of incapacity shall not exceed the value of the accumulated sick pay outstanding under clause (b) hereof to the employee.

*General*

24. (a) This agreement shall also extend to bind all persons or parties who may at any time contract to carry out ordinary labouring work on behalf of the city council, provided such work is being carried out on property under the jurisdiction of the said council.

(b) Every worker is required to conserve the employer's interests in every way possible, and shall report to the City Engineer or other responsible officer any matter which in his opinion is likely to result in damage to public property, loss to the council, or inconvenience or danger to the public. Any worker who shall neglect or fail to report as aforesaid shall be liable to summary dismissal.

(c) It shall not be competent for the council to use a driver as a ganger or leading-hand, except when the men under his control are travelling with him or working adjacent to him throughout substantially the whole day.

(d) Notwithstanding any of the foregoing provisions contained in this agreement, nothing shall prevent the City Engineer acting on behalf of the council, and the president and secretary representing the union, from agreeing on any rates and conditions to operate in connection with any work that is not specifically covered or provided for in any of the clauses in this agreement.

(e) Piece work under this agreement is prohibited. It shall be a breach of the agreement for any worker or employee bound hereto to enter into any labour only contract in respect of any work covered by this agreement. Co-operative contracts may be undertaken in respect of any work providing the terms and conditions of such are mutually agreed upon between the union and the employer.

(f) Employees required to dig graves or dig out and repack sunken graves shall be paid 6d. per hour in addition to their specified rate while so engaged.

(g) Workers whilst engaged in disinterments or reinterments after one year and within 10 years of the original interment shall be paid £1 in each case, but in cases where this work is performed within 12 months of the original interment £2 shall be paid.

(h) Workers engaged in spraying with weed killer or hormone sprays shall be paid 4d. per hour in addition to their specified rate, and shall be supplied with respirators, goggles and protective clothing.

#### *Under-rate Workers*

25. (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 the 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 that purpose; and such inspector or other person in fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and arguments as the union and such worker shall offer.

(b) Such permit shall be for a 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 periods 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 secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

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

#### *Workers to be Members of Union*

26. (a) It shall not be lawful for the council to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May 1936, and which is bound by this agreement.

(b) Where applicable, the provisions of subsection (4), (5) and (6) of section 18 of the Industrial Conciliation and Arbitration Act 1936, shall apply.

#### *Interpretation*

27. (a) For the purpose of this agreement, the "City Engineer" shall mean the engineer for the time being of the Wanganui City Council, and includes any deputy or assistant authorised to act in his place.

(b) The essence of this agreement being that the work of the employer shall not on any account whatever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to the interpretation or meaning of any clause contained therein, or as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

*Term of Industrial Agreement*

28. The agreement shall be deemed to have come into force on the 13th day of October 1961 and shall continue in force until the 12th day of October 1963.

The common seal of the Mayor Councillors and Citizens of the city of Wanganui, was hereto affixed by order of the Council by and in the presence of:

[L.S.]

E. A. MILLWARD, Mayor.  
D. F. GLENNY, Town Clerk.

Signed and sealed on behalf of the Wanganui Municipal Labourers' Industrial Union of Workers:

[L.S.]

C. C. KEMPTON, President.  
D. W. SMALLHOLME, Secretary.