

WESTPORT BOROUGH COUNCIL LABOURERS', ABATTOIR WORKERS' ETC.—  
INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 6th day of May 1963, between the Wellington, Nelson, Westland and Marlborough Local Bodies', Other Labourers and Related Trades Industrial Union of Workers (hereinafter called "the union") of one part, and the Westport Borough Council (hereinafter called "the employer") of the other part, whereby it is mutually agreed by and between the said parties as set out in the following Schedule.

SCHEDULE

*Industry to Which Agreement Applies*

1. This agreement shall apply to the work carried on by local authority party hereto in connection with the classes of work for which provision is made herein.

*Hours of Work*

2. (a) Except where otherwise stated, the ordinary hours of work shall not exceed 40 per week, nor eight per day, to be worked between the hours of 7.30 a.m. and 5 p.m. from Monday to Friday both days inclusive.

(b) *Street cleaners*—These workers may be worked on a 40 hour week by employing them on Saturday mornings for a period of four hours and granting them equivalent time off on an afternoon during the same pay-week. Not more than four street orderlies shall be employed on a Saturday morning, and then only according to roster. The employer shall arrange the duties of such workers to ensure that no worker shall be on duty on two consecutive Saturdays. Where workers are required to work some of the specified weekly hours prior to 7.30 a.m. or after 5 p.m. on five days of the week or before 7.30 a.m. on Saturday, they shall be paid 10s. per week additional to their ordinary pay if the weekly hours of work are not exceeded and if overtime payments are not made for such work.

(c) *Convenience Attendants, Nightwatchmen, Rest-room Attendants, Pump Attendants*—Workers regularly employed as such shall be employed on a 40 hour week on five eight-hour shifts on any five of the seven days of the week extending from Sunday to Saturday inclusive, no overtime being paid for work done on Saturday or Sunday. The employers shall arrange the duties of such workers to ensure that no worker shall be on duty on two consecutive Saturdays or on more than two consecutive Sundays.

(d) Any of the foregoing provisions as to hours of work may be varied in respect of any particular class of work by mutual arrangement between the employer and the union.

(e) *Baths and Motor Camps*—Notwithstanding anything contained elsewhere in this agreement the hours of work and remuneration of workers during seasonal periods of attendance at baths or motor camps shall be subject to mutual arrangement between the employer concerned and the union prior to the commencement of the season.

(f) Workers shall not be required to work longer than five hours without an interval for a meal. The ordinary interval shall be one hour, but by agreement between the employers' representative and the workers concerned, it may be reduced to not less than 30 minutes.

(g) *Transit Camps*—Notwithstanding anything contained elsewhere in this agreement the hours of work and remuneration of workers employed as caretakers at transit camps shall be subject to mutual arrangement between the employer concerned and the union provided any new arrangements are settled prior to any such engagement.

(h) Where agreement cannot be reached under subclauses (d), (e) and (g) of this clause, the matters in issue shall be dealt with under clause 17 of this agreement.

(i) In the case of tidal work, the hours shall be such as are mutually arranged between the worker and the employer concerned.

### *Wages*

3. The minimum rates of pay shall be as follows:

(a) (i) For all labourers and other workers not specifically mentioned hereunder—

6s. 9½d. per hour; £13 11s. 8d. per week.

Drainlayers—7s. 6½d. per hour; £15 1s. 8d. per week.

Assistant drainlayer—7s. 4d. per hour; £14 13s. 4d.

Gardener—£15 5s. 10d. per week.

Park caretaker—£15 3s. 4d. per week.

(ii) Abattoir workers:

Slaughterman—£17 2s. 6d. per week.

Assistant slaughterman—£15 5s. 10d. per week.

Slaughterman using dogs in conjunction with their duties shall be paid 7s. 2d. per week extra.

Youths may be employed at the abattoirs under terms and conditions as arranged between the employer and the union.

(iii) The employer shall pay a special bonus of 5s. per week to each worker bound by this award. The special bonus shall be aggregated with the wage rates specified in paragraph (i) and (ii) of this sub-clause for the purpose of computing overtime payment.

(b) The following rates shall be paid to the under-mentioned workers in addition to the rate mentioned in sub-clause (a) hereof.

Scythe men and workers directing motor mowers on foot shall be paid 4½d. per hour additional with a minimum payment of 1s. 5d. per day whilst actually engaged in mowing.

Workers employed in sinking shafts, sumps, pier-holes, or working in trenches over 6 ft in depth shall be paid the following extra payments:

Over 6 ft and up to and inclusive of 12 ft—2¾d. per hour extra.

Over 12 ft and up to and inclusive of 20 ft—4½d. per hour extra.

Over 20 ft the last mentioned rate plus 1½d. per hour additional for every 7 ft over 20 ft.

A worker (other than a ganger or tunnel-man) required to act as a timberman on excavation work shall be paid 4½d. per hour additional for the time he is so employed.

Tunnel men shall be paid 4½d. per hour additional. Men handling, mixing or spreading concrete or compo shall be paid 2¾d. per hour additional. Refuse collectors or loaders other than drivers shall be paid 5½d. per hour additional.

A worker other than a foreman gardener required to work as a working ganger, working foreman or leading hand shall be paid 3s. 7d. per day or part of a day additional to his usual rate. Certified quarrymen using explosives shall be paid 2s. 10d. per day additional. Other quarrymen shall be paid 1s. 5d. per day additional.

Kerb layers (men actually laying and fixing) shall be paid 4½d. per hour additional. Men on night soil work, cleaning, clearing or repairing the inside of septic tanks shall be paid 6s. 5d. per day or part of a day in addition to the ordinary rates. Men clearing blocked sewers or coming into contact with faecal matter shall be paid 3s. 7d. per day extra. Sanitary-drain layers, men working on water mains 2 in. and over in diameter, and men laying service connections shall be paid 2¾d. per hour additional.

Compressor men and workers using power vibrators and mechanical rammers, drills, borers, or breakers shall be paid 4¼d. per hour additional, and when used in tunnels or quarries 5½d. per hour additional.

Crush feeders shall be paid 2¼d. per hour additional.

Workers using gads, drills, or borers by hand and workers using hammer in conjunction with same 2¼d. per hour additional.

Workers other than quarrymen using explosives 4¼d. per hour additional.

#### *Long Service Recognition*

4. Workers who have been in the employ of the council for three years or who may subsequently attain a service of three years shall receive an additional payment of 9s. 6d. per week and after five years 12s. 8d. per week, and after 10 years 15s. 11d. per week, and after 15 years 19s. per week, and after 16 years 20s. 5d. per week, and after 17 years 21s. 7d. per week, and after 18 years 22s. 11d. per week, and after 19 years 24s. 1d. per week, and after 20 years 25s. 5d. per week with a maximum payment of 25s. 5d. on the rates prescribed in clause 3 hereof.

#### *Definitions*

5. (a) A "foreman" or "overseer" is a worker responsible for the carrying out of the work and not performing manual work and who proceeds from job to job and who gives directions or instructions. Nothing in this agreement shall apply to such employees.

(b) A "working ganger" or "working foreman" or "leading hand" or "foreman-gardener" is an employee who is in charge of three or more workers or who has been appointed and is employed as such.

(c) A "wet place" shall be deemed to be a place where workers are required to work in water or slush over 1 in. in depth, or in wet concrete, or where water, other than rain, is dripping on them.

(d) A "tunnel" shall mean any underground excavation that is over 15 ft in length or any shaft or excavation over 15 ft in depth.

(e) A "gardener" or "plant propagator" is one who has served an apprenticeship of five years or a worker who has been certified by a competent local authority to be a gardener or plant-propagator. If any question arises as to the qualifications of a worker under this clause it shall be referred to a disputes committee.

(f) A "timber man" is a worker directed by the employer or his authorised agent to take responsibility for the safe placing and fixing of timber in a trench or other excavation.

(g) A "weekly worker" is a worker employed for more than five consecutive working days.

#### *Varying Duties*

6. (a) Where a worker is engaged for any period on more than one class of work he shall be paid at the rate specified for such classes of work for the actual time he has been so employed on each class.

(b) Nothing in this agreement shall prevent any worker covered hereby from doing work covered by another agreement; or award: Provided that while so engaged he shall be paid at least the rate which is fixed in such other agreement or award.

#### *Tar Workers*

7. (a) Workers engaged in boiling, spreading, mixing, or handling asphalt tar, or bituminous mixtures shall be paid 2s. 6d. per day in addition to their usual rates; sprayers 3s. 1d. per day additional; and metal spreaders working in conjunction with sprayers 1s. 7d. per day additional to their usual rates. Workers working with free tar or bitumen on water-pipes shall receive 1s. 7d. per day extra.

(b) Workers employed in mixing, carrying, or boiling free tar or bitumen, and sprayers and nozzlemen, shall be supplied with boots, overalls, and cleansing agent approved by the Department of Health.

(c) "Free tar or bitumen" shall mean tar or bitumen which is not enclosed in barrels or drums.

*Allowances for Motor-cars, Bicycles etc.*

8. (a) Workers who are required to use their own bicycles for the purpose of their employment shall receive an allowance of 3s. per week or 8d. per day.

(b) Workers required to use their own motor-cycles, or motor-cars, horses or vehicles for the purpose of their employment shall receive an allowance as agreed upon between the union and the respective employer. Where agreement is not effected between the union and the employer, the allowance shall be determined by the Government Transport Department.

*Tools etc.*

9. (a) All tools required shall be supplied by the employers.

(b) Where necessary, workers employed removing or disposing of household refuse or rubbish shall be supplied by the employer with gloves.

(c) Where workers' hands come in contact with faecal matter, rubber gloves shall be supplied by the employer.

(d) A pair of rubber gloves shall be made available by the employer for the use of convenience attendants.

(e) Street orderlies and roadmen, when required to work outside in heavy rain, shall be provided with knee gumboots or waterproof boots.

(f) Employers shall supply suitable oilskin raincoats to surfacemen when they are required to work in wet weather to clear sumps, culverts, drains or watertables. Workers using oilskin raincoats shall be held responsible for any loss or damage or wilful destruction or neglect.

*Overtime*

10. (a) Work performed outside of or in excess of the daily or weekly hours specified in clause 2 hereof, shall be paid for at the rate of time and a half for the first three hours and double time thereafter; provided that double time rates shall be paid for all work performed after noon on Saturdays.

(b) When a worker is required to work on a Saturday, a Sunday or a holiday, he shall receive a minimum payment of two hours at overtime rates.

(c) Workers shall not be required to work longer than five hours without a break of at least 30 minutes for a meal. A meal allowance of 5s. shall be granted when workers are called upon to work overtime one hour after usual knock-off time on any day, provided that such workers cannot reasonably get home for their meals or have not been notified on the previous day that they should be required to work late.

(d) All overtime shall be calculated on a daily basis.

*Holidays*

11. (a) Workers shall receive and be paid for the following holidays: New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day and one other day to be mutually agreed upon. The employer shall notify the union of the day agreed upon.

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

(c) Except as otherwise provided any work done on any of the above holidays or on Sundays, shall be paid for at double time rates.

(d) When any of the holidays to which other workers are entitled falls on the rostered day off of any worker whose hours of work may be worked on any five days of the week, such worker shall be allowed another day off.

(e) Transit camp caretakers and other workers for their tenth and subsequent years of service shall be allowed three weeks' annual holiday on full pay.

#### *Payment of Wages and Termination of Engagement*

12. (a) Workers shall be designated on the employers' records in the capacity in which they are substantially employed and shall be paid accordingly; workers may be required to perform work other than that for which they are designated and shall be paid accordingly for the time so employed, providing such payment is not less than their recorded designation requires. Should any question arise respecting designation, the matter shall be referred to the local Inspector of Awards, who may decide the issue or refer the question to the Court of Arbitration for settlement.

(b) All wages shall be paid weekly in cash on the job during working hours on a specified day each week not later than Thursday.

(c) All time men are kept waiting for wages beyond the ordinary knock-off time on pay-day shall be paid for at overtime rates.

(d) In the case of weekly workers, one week's notice on either side shall terminate the engagement. In the case of casual workers, two hours' notice on either side shall terminate the engagement. Nothing in this subclause shall be held to prevent the summary dismissal of a worker for serious misconduct.

(e) If an employer dismisses an employee without notice and without good cause, he shall pay such employee one week's wages on full pay or two hours' pay in the case of casual workers. If an employee leaves the employer's service without notice and without good cause, he or she shall forfeit one week's wages on full pay or two hours' pay in the case of casual workers.

#### *Sick Leave*

13. (a) Workers after 12 months' continuous employment with their employer shall in the case of inability to continue work because of sickness, be entitled to sick pay at ordinary rates up to one week in each year, such leave to be cumulative up to 65 working days. Provided that the head of the department, may, at his discretion, grant sick-leave to a worker who may not have fully qualified with 12 months' continuous service. For the purpose of this clause the qualifying service shall commence from 9 July 1955.

(b) If required by the employer sick-leave shall be subject to the worker concerned producing a medical certificate from a doctor approved by the employer certifying to the worker's indisposition and inability to continue working.

#### *Wet Places, Tunnels, and Underground Work*

14. (a) Workers required to work in wet places or sewers shall be supplied with gumboots and shall be paid 2d. per hour sock allowance.

(b) Six hours shall constitute a day's work in tunnel-work when workers are working in wet places or foul air. Workers employed under this clause shall be paid for each shift of six hours as if eight hours had been worked.

#### *Travelling To and From Work*

15. (a) When a worker is required to work at a distance of more than 1½ miles from the employer's depot or such other point in the district as may be mutually

agreed upon between the employer and workers, which agreement shall, if necessary, be reviewed by a representative of the New Zealand Employers' Federation and the workers' union, the employer shall do one or other of the following things.

- (i) Provide the worker with free transport to and from his work; or
- (ii) Reimburse the worker any cost incurred by him in travelling to and from his work in excess of the  $1\frac{1}{2}$  miles above mentioned.

(b) Time occupied by the worker in travelling to and from his work beyond the  $1\frac{1}{2}$  miles fixed in subclause (a) hereof shall be deemed to be part of the day's work and shall count as time or overtime, as the case may be. Notwithstanding the foregoing, where transport is provided or paid for by the employer in accordance with the provisions of subclause (a) hereof, 15 minutes in going and 15 minutes in returning shall not be counted as time worked.

(c) No worker residing less than  $1\frac{1}{2}$  miles from the place where the work is to be performed by the nearest convenient mode of access for foot-passengers shall be entitled to the allowance mentioned in this clause.

(d) Where necessary, the employers shall provide protection for men from rain, snow, or hail whilst they are being conveyed to and/or from work in the employer's vehicle.

#### *Working Conditions and General Provisions*

16. (a) Where necessary, sanitary accommodation and a place to take meals shall be provided; also suitable provisions for workers to change clothing. Showers with hot and cold water and provision for drying clothes shall be made available at established works or depots where such is practicable and where the conditions necessitate the same. Any question arising from this clause shall be dealt with under clause 17.

(b) Approved antiseptic soap shall be issued weekly to each worker at the destructor, also to refuse-workers, scavengers and tipmen, grave-diggers, zoological-garden workers, and crematorium attendants for ablution purposes.

(c) Suitable gloves shall be issued to firemen working at the destructor.

(d) The employer will arrange for the cleaning of showers and bathrooms, as well as conveniences, at the destructor.

(e) Overalls shall be supplied to grave-diggers, destructor-workers, refuse collectors, scavengers, street orderlies, tipmen, men repairing blocked sewers or pipe drains. Boots or clogs shall be supplied to workers on refuse-tips or refuse-destructors.

(f) No cement or heavy gear shall be stored in any accommodation provided for use of workers.

(g) Accommodation shall be kept clean and sanitary. The employer shall provide for regular cleansing and supervision.

(h) It shall not be compulsory for any worker coming within the scope of this agreement to subscribe to or become a member of any sick benefit and/or death levy society instituted by the employer. Any worker coming within the scope of this agreement who is already a member of such society may determine his membership and such determination shall not prejudicially affect his employment.

(i) Workers shall be allowed 10 minutes' interval morning and afternoon for the purposes of "smoke-oh".

(j) In all cases where clothing, boots, tools, or goods of any description are supplied to workers, no re-issue shall be made until the previous issue has been accounted for satisfactorily to the officer in charge.

#### *Matters Not Provided For*

17. Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred

to the local Conciliation Commissioner or such other person as may be agreed on by the parties concerned, who shall either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner or such other appointed person, may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

#### *Timbering*

18. All timbering shall be done in accordance with the provisions of the Construction Act, 1959.

#### *Ventilation*

19. In all drives and tunnels where the air is bad, adequate provision shall be made whereby workers at the face shall be supplied with fresh air equivalent to 30 cu. ft. per man per minute.

#### *Unqualified Preference*

20. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position of employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union, and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

#### *Under-rate Workers*

21. (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 so 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 argument as the union and such worker shall offer.

(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 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 an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

#### *First Aid*

22. A modern first-aid emergency kit shall be kept by the employer in a convenient and accessible place in every place where the Inspector of Awards shall deem necessary.

#### *Workers Representatives*

23. Where he can lawfully do so, an 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 employer's business.

#### *Exemptions - Sextons*

24. This agreement shall not apply to sextons who do not perform manual work.

#### *Application of Agreement*

25. This agreement shall apply to the original parties named herein.

#### *Scope of Agreement*

26. This agreement shall apply to the Westport Borough Council.

#### *Term of Agreement*

27. This agreement shall come into force on the 1st day of April 1963, and shall continue in force until the 31st day of March 1965.

NOTE—It is agreed that the sum of 6s. 8d. per week or 2d. per hour as the case may be; of the wages set out herein shall be deemed to be incorporated in any general order of the Court of Arbitration increasing rates of remuneration which may be made subsequent to the date of this agreement and prior to the 31st day of March 1965.

In witness whereof the parties hereto have executed these presents the day and year first before written.

Wellington, Nelson, Westland, and Marlborough Local Bodies' Other Labourers and Related Trades Industrial Union of Workers:

P. M. BUTLER, Secretary.

W. J. ANTON, Assistant Secretary.

The common seal of the Mayor, Councillors and Burgesses of the Westport Borough Council was affixed hereto pursuant to a resolution of the council in the presence of:

[L.S.]

J. WATSON, Mayor.

P. MORGAN, Town Clerk.