

AUCKLAND METROPOLITAN DRAINAGE BOARD SHIFT ENGINEERS' ASSISTANTS AND SHIFT ASSISTANTS, MANUKAU PURIFICATION WORKS—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 5th day of February 1963 between the Auckland Metropolitan Drainage Board (hereinafter called "the board" or "the employer") of the one part and the New Zealand Engine-Drivers, Greasers, Firemen and Assistants 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

*Persons to Whom Agreement Applies*

1. This industrial agreement shall apply to shift engineers' assistants, and shift assistants in the employ of the board at the board's Manukau sewage purification works.

*Definitions*

2. "Shift engineers assistant" shall mean a workman, employed at the board's sewage purification plant at Mangere who is qualified in accordance with Boiler Code Regulations of the New Zealand Government (Marine Department) and who holds not less than a Second-class Engine Driver's Certificate (or equivalent certificate acceptable by the appropriate surveyor), and whose principal duties are to assist the shift engineer in operating machinery during his shift, and in effecting such repairs as may be reasonably necessary for the safety of such machinery running. "Shift assistant" shall mean a worker who is substantially employed in assisting the shift engineer's assistant in the operation and maintenance of the plant and its machinery.

*Hours of Work*

3. (1) For those employed on shift work the following provisions shall apply:

(a) Except as otherwise provided in this agreement, 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.

(b) Shifts may be worked during any part of the day or night: Provided that where any part of a shift falls outside of the hours between 6.30 a.m. and 6 p.m. a shift rate of 4s. 1d. per shift extra shall be paid.

(c) Any worker called upon to perform shift work shall be paid for a minimum period of eight hours per shift (inclusive of half an hour for crib time): Provided that this subclause shall not apply to a worker working overtime at the conclusion of an eight-hour shift nor if the worker ceases work of his own accord before working eight hours.

(d) Saturday and Sunday work for shift workers shall be paid at the rate of time and a half for all work performed on Saturdays and double time for all work performed on Sundays.

(e) In cases where two or more shifts are worked daily, unless otherwise agreed between the employer and his workers, men employed in shifts shall change shifts in turn weekly.

The commencing times for each shift shall be fixed by the employer and except as may otherwise be agreed between the employer and the workers concerned, or in the event of emergency, shall not be altered by the employer except subject to a week's notice to the workers concerned.

(2) For those employed on day work the following provisions shall apply:

(a) Except as otherwise provided in this agreement, 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. The time of starting and finishing work between these hours shall be mutually arranged, with a break of not more than one hour for lunch and not less than half-an-hour. Failing mutual arrangement, the matter shall be dealt with under the provision of clause 19.

(b) The interval for meals shall be a matter of mutual agreement between the board and the workers, provided that no worker works more than four and a half hours without a meal and that the meal interval shall not be less than 30 minutes. Provided however, that in special circumstances and subject to the consent of the individual, this period of four and a half hours may be extended to not more than five hours.

(c) For the purpose of calculating the hours of work, each of the holidays mentioned in clause 9 hereof shall be deemed to be a day worked for the number of hours usually worked on that day of the week although no work shall have been actually done on such holiday.

#### *Wages*

4. (a) The basic rates of pay for workers covered by this agreement shall be:

(1) *Shift Engineers Assistants*—The same basic rate as shown for “tradesmen first grade” in Order No. 238 of the Government Service Tribunal, plus an allowance of 5d. an hour for the substantially dirty nature of the work on which they are normally engaged. The allowance shall not be paid when a worker qualifies for the additional payment provided in clause 13 of this agreement. The present wage rate is 8s. 2½d. plus 5d. per hour = 8s. 7½d. per hour (£17 4s. 2d. per week).

(2) *Shift Assistants:*

*Uncertificated*—The same basic rate as shown for “skilled labourers” in Order No. 238 of the Government Service Tribunal, plus an allowance of 5d. an hour for the substantially dirty nature of the work on which they are normally engaged. The allowance shall not be paid when a worker qualifies for the additional payment provided in clause 13 of this agreement. The present wage rate is 7s. 1½d. per hour plus 5d. per hour = 7s. 6½d. per hour (£15 1s. 8d. per week).

*Holding Second-class Engine Drivers Certificate*—The basic rate for a shift assistant with this qualification shall be increased by an additional 2½d. per hour (7s. 6d. per week). The present wage rate is 7s. 3½d. per hour plus 5d. per hour = 7s. 8½d. per hour (£15 9s. 2d. per week).

(b) The basic rates of pay in this agreement shall be amended from time to time in accordance with any change which is subsequently made by order of the Government Service Tribunal.

(c) The board may make a rateable deduction from the weekly wages prescribed for any time lost by the workers through sickness, accident or default.

(d) No worker in receipt of a higher rate of pay shall have his wages reduced because of the coming into force of this agreement.

#### *Terms of Engagement*

5. Except in the case of casuals, the employment shall be deemed a weekly one and not less than one week's notice of termination shall be given on either side. This shall not prevent the employer from dismissing any worker without

the above notice for good substantial cause subject in all cases to the worker's right to appeal to the appropriate authorities. A casual shall be a worker who has been employed for less than two weeks.

#### *Overtime*

6. (a) All time worked outside or in excess of the hours prescribed in clause 3 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter. This provision shall apply whether the continuous period, excluding meal or crib intervals, so worked, falls wholly within one day or partly within one day and partly within the succeeding day. Otherwise all overtime shall be calculated and paid for on a daily basis.

(b) After eight hours work at ordinary rates, overtime rates shall be paid until the worker has had a break of one hour for every two hours worked with a minimum break of eight hours. This provision shall apply whether the period so worked falls wholly within one day or partly within one day and partly within the succeeding day.

(c) All overtime shall, as far as is practicable and convenient, be equitably distributed by the employer amongst the workers substantially employed on the work covered by this agreement.

(d) Any worker required to work on his rostered day off shall be paid for such work at overtime rates.

#### *Stand-by Time*

7. Where any worker, other than a shift-worker, is required to stand by during the meal period he shall be paid for such time at time and a half rates. Such time shall not be counted in the prescribed daily or weekly hours. The operation of this clause shall not extend to more than one meal period per day. Nothing in the foregoing shall apply to a worker who is paid for cribtime.

#### *Payment of Wages*

8. (a) Wages shall be paid in cash weekly, not later than Thursday of each week.

(b) Each worker shall be supplied with details showing how his wages are made up.

#### *Holidays*

9. (a) The following holidays shall be allowed and paid for: Christmas Day, Boxing Day, New Year's Day, 2 January, Good Friday, Easter Monday, Labour Day, Anzac Day, the birthday of the reigning Sovereign, and Anniversary Day or another day to be mutually agreed upon in lieu thereof.

(b) Any work done on any of the holidays mentioned in subclause (a) of this clause shall be paid for at *double time rates* in addition to the ordinary weekly wage.

(c) Every worker required to work on any Saturday shall be paid for such work at not less than one-half as much again as the ordinary rate.

(d) Every worker who is employed on any Sunday shall be at paid not less than double the ordinary rate of pay.

(e) Should any of the holidays mentioned in subclause (a) of this clause, except Anzac Day, fall on a Saturday or Sunday, such holidays shall be observed on the next working day. Shift workers whose ordinary day off falls on one of the specified holidays shall be allowed another working day in lieu thereof, such day to be mutually agreed upon.

*Annual Holidays*

10. (a) The provisions of the Annual Holidays Act 1944 shall, with the necessary modifications, apply to all workers covered by this award.

(b) Regular shift-workers after 12 months' continuous service as such shall be granted three weeks' annual holiday on ordinary pay as defined in the Annual Holidays Act 1944.

(c) Any worker who is employed for less than 12 months as a shift-worker shall, in addition to two weeks' annual holiday under the Annual Holidays Act, be granted an additional period representing the corresponding proportionate part of one week extra which is granted to regular shift-workers.

*Tools and Accessories*

11. (a) All tools shall normally be supplied and kept in good order by the board, but workers required to supply their own hand tools shall be paid a tool allowance of 2d. per hour. All tools supplied by the employer shall be the responsibility of the employer except as referred to in subclause (h).

(b) Soap and disinfectant will be issued to, or be made available to all workmen.

(c) All workers shall be issued with overalls as required. Overalls which become excessively dirty or foul due to the nature of the work will be cleaned at the board's expense. Worn out overalls will be replaced, unless they are damaged by carelessness.

(d) Gumboots will be issued to all workmen required to work in wet or dirty places. Thigh boots and/or waders will be provided by the board where necessary.

(e) Goggles and gloves will be supplied where necessary.

(f) Suitable waterproof caps and capes will be supplied by the board where necessary.

(g) Fabric towels will be supplied to all workmen.

(h) Workers to whom any clothing or equipment is issued shall be held responsible for loss or damage due to wilful destruction or neglect. Before a second or subsequent issue is made, the previous issue shall be produced.

(i) On termination of his employment or when requested at any time by the board, the worker shall return in good order and condition, fair wear and tear excepted, all clothing and equipment supplied in terms of this agreement as described in the various clauses. If a worker fails to return clothing or equipment as requested, the value of same, allowing for fair wear and tear shall be deducted from the wages or other monies due to him or otherwise recovered.

*Meal Money*

12. (a) The employer shall either supply a suitable meal or allow meal-money at the rate of 5s. 1½d. per meal when workers are required to work more than one hour in excess of the ordinary hours of work prescribed in clause 3. If a worker can get home for his meal and return during the meal break meal-money need not be paid to such worker.

(b) Where any worker whose ordinary hours of work are completed from Monday to Friday works four and a half hours on a Saturday or a Sunday he shall be paid meal-money at the rate of 5s. 1½d. provided he continues working after the meal interval: Provided further that he does not go home for the meal. This subclause shall not apply where crib-time is paid for.

(c) When working protracted overtime hours either a suitable meal shall be provided or meal-money paid every four and a half hours that overtime continues provided that workers are required to continue working after the meal interval: and provided further, that the period of four and a half hours may be varied by agreement. Reasonable meal intervals, other than the appropriate normal meal, shall be paid for.

### *Dirty Work*

13. *Wet Places and Foul Air*—(a) Six hours shall constitute a day's work in sewer work in wet places as defined in subclause (b) of this clause or where workmen are required to work in foul air, and shall be paid for as if the workers had worked eight hours. Time and one-third shall be paid for such work if less than six hours are worked with a minimum payment as for three hours work. This provision shall apply only to those workers actually subjected to any of the aforementioned conditions. Where the special rate under this clause is paid the allowance for dirty work provided in clause 4 of this agreement shall not be paid.

(b) Sewer work in wet places shall mean work inside sewers, sewage storage tanks, silt chambers, sewage wet wells and sludge sumps or like places for the purpose of repairs or cleaning, but shall not include work in such structures before they have been put into use, or in sewers and sewage storage tanks from which sewage has been diverted and the structure thoroughly cleaned out to the satisfaction of the Inspector of Awards in order to facilitate repair work.

### *Accommodation*

14. The board 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 the change house. The board shall provide proper sanitary accommodation which must be placed at a reasonable distance from the change house and make provision for boiling water for meals. Change houses are to be thoroughly cleaned and disinfected at least once a week. Wash basins and shower baths with hot and cold water and soap shall be provided. Lunch rooms will be separate from all other accommodation and all workmen will be provided with a locker.

### *Accidents*

15. (a) A fully equipped modern first-aid emergency kit or case, provided by the board, shall, to the satisfaction of the Inspector of Awards, be kept in a convenient and accessible position and instruments; appliances and stocks of or for such kits or cases shall be kept clean, efficient and replenished.

(b) Any workers 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 the said matters to the board.

If medical attention is necessary, a certificate from the doctor attending is to be forwarded to the board as soon as possible. All accidents of a serious nature shall be reported to the union office as soon as possible.

(c) If any injured worker requires medical attention, or failing that, the attention of a chemist, or requires conveyance for the purpose of such attention, or requires conveyance to his home, the reasonable cost of such attendance and conveyance shall be borne by the board.

(d) All workmen must strictly comply with the safety rules and precautions in sewerage work which may be issued by the board from time to time. Copies of all safety precautions shall be forwarded to the union.

### *Payment When Transferred Temporarily to Other Work*

16. When any worker covered by the provisions of this agreement is temporarily transferred to any other class of work he shall be paid not less than the ordinary rate of wages of this award or at the rate for such other class of work, whichever

is the higher; provided that workers substantially employed in other work and who are called upon occasionally to relieve a worker covered by this agreement in the case of emergency shall not be covered by this agreement.

#### *Emergency Work*

17. Any worker who having completed a day's work and left the job and/or who in ordinary circumstances would not be on duty and who is called upon in the case of emergency to resume duty shall be paid for a minimum of three hours at overtime rates.

#### *Worker's Representative*

18. The president or any authorised salaried representative of the local union of workers concerned shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers but not so as to interfere unreasonably with the employer's business.

#### *Matters Not Provided For and Disputes*

19. The essence of this agreement being that the work of the employers shall not on any account whatsoever 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 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. If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court. Either side shall have the right to appeal to the Court against a decision of any such committee or chairman, upon giving the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

#### *Workers Not Provided For*

20. Any workers not enumerated in this agreement shall be paid such rates of wages as may be agreed upon between the employer and the representative of the union.

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

21. (a) Any adult person engaged or employed in any position or employment subject to 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 or 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 subclause (a) and (b) apply, after having been notified by an 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 purpose 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.

(f) Within one month after the date of the coming into operation of this agreement the employer shall, if requested by the secretary or other salaried officer of the union, either supply him with a list of all those workers in his employ covered by this agreement or provide facilities for the secretary or other salaried officer to obtain this list. Thereafter, at intervals of not less than three months, the employer shall, if required by the secretary of the union, supply a list of employees engaged since the last list was supplied.

#### *Under-rate Workers*

22. (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.

#### *Scope of Agreement*

23. The operation of this agreement is limited to all works performed by the Auckland Metropolitan Drainage Board at its sewage treatment plant at Mangere.

#### *Terms of Agreement*

24. This agreement shall be deemed to have come into force on the 1st day of December 1962, and shall remain in force for one year from that date.

Signed on behalf of the Auckland Metropolitan Drainage Board pursuant to a resolution of the said Board on the 5th day of February 1963:

T. BLOODWORTH, Chairman.  
F. G. TURNER, Member.  
T. S. LITTLEJOHN, Member.  
C. C. BLOW, Secretary.

Signed on behalf of the New Zealand Engine-drivers, Greasers, Firemen and Assistants Industrial Union of Workers:

J. MITCHELL, President.  
N. FINCH, Secretary.

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**AUCKLAND REGIONAL AUTHORITY DRAINAGE DIVISION SHIFT ENGINEERS  
ASSISTANTS AND SHIFT ASSISTANTS, MANUKAU PURIFICATION WORKS—  
VARIATION OF INDUSTRIAL AGREEMENT**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 14th day of September 1964 between the Auckland Regional Authority Drainage Division of the one part and the New Zealand Engine Drivers' Greasers' Firemen and Assistants' Industrial Union of the other



part, whereby it is mutually agreed by and between the said parties that the Industrial Agreement made between the parties on the 5th February 1963 shall be and is hereby varied in the manner following:

(I) Delete existing sub-clause (b) in Clause 4;

(II) Insert new sub-clause (b) in Clause 4;

(b) "The employer and the union agree that the rates of remuneration provided in Clause 4 of this agreement shall be amended from time to time to incorporate any increases granted under Wage Worker Determinations issued by the State Services Commission as the result of any survey of ruling rates of remuneration undertaken in accordance with the provisions of section 42 of the State Services Act, 1962. It is further agreed that General Wage Orders of the Arbitration Court shall not apply to the rates of remuneration provided in this agreement."

(III) The amendment provided for in the above clause shall be deemed to come into force on the 10th day of September 1964.

Signed on behalf of the Auckland Regional Authority Drainage Division:

C. C. BLOW, Secretary.

Signed on behalf of the New Zealand Engine Drivers' Greasers' Firemen and Assistants' Industrial Union:

N. FINCH, Secretary.