

**AUCKLAND HARBOUR BRIDGE AUTHORITY SCAFFOLDERS-RIGGERS,
GENERAL HANDS AND RELATED WORKERS—INDUSTRIAL AGREEMENT**

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 9th day of December 1964, between the Auckland Harbour Bridge Authority (hereinafter called "the authority" 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:

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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 Auckland Harbour Bridge Authority.

Clause 2—Hours of Work

(a) Except where 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.

(b) In this agreement a "day" shall mean a period of 24 hours from midnight to midnight.

Clause 3—Shift Work

(a) Where it is necessary to work shifts, each shift shall not exceed eight hours in every 24 hours, inclusive of half an hour for meals and all time worked beyond eight hours shall be paid for at overtime rates.

(b) Any alteration to existing hours of work at present operating under shift conditions or the establishing of shift work for new undertakings shall only take place after consultation with the union.

(c) Where shifts are worked shift workers shall be paid an allowance of 4s. 11d. a shift, provided that where shifts are not rotated the shift allowance shall not be paid to day workers.

(d) Provided that where a day worker not normally employed on shift work is required to work shifts, other than day shifts, for less than five days continuously, then overtime rates shall be paid. This shall not apply to relief operators engaged on shift work for periods of more than one week.

Clause 4—Meal, Morning and Afternoon Tea Breaks

(a) A meal period of not less than half an hour shall be allowed.

(b) Except in the case of special circumstances such as urgent or emergency work a worker shall not be required to work for more than five hours continuously without being granted a break for a meal.

(c) (i) When a worker is not allowed a break for a meal after working more than five hours continuously, he shall, from the time such break was due till the break is allowed, be paid a half ordinary time rate (in addition to the rate appropriate to the time).

(ii) This provision shall not apply to a shift worker where the circumstances of the operation of a job requires his standing by during his meal period.

(d) An interval of not more than 10 minutes shall be allowed for morning and afternoon tea. Boiling water shall be supplied at the depots, but where workers are employed away from the depots reasonable facilities, such as a thermette type of boiler, shall where practicable, be provided to the gangs for use.

Clause 5—Work in the Rain

(a) Subject to the provision of the wages clause of this agreement and sub-clause (b) below, time lost through wet weather shall not be deemed to be time lost through worker's default.

(b) The officer in charge (or other authorised person) shall be the sole judge of whether or not a day or part of a day is too wet for normal work. He may then direct some or all workers, including co-operative contract workers, to stand by or to carry out alternative work, or to continue with essential work, and in the event of a worker refusing such instructions the worker shall be deemed to have lost time through his own default.

(c) A worker directed by the officer in charge to work in the rain when conditions have been declared too wet for normal work (as provided in sub-clause (b) above) shall be paid, in addition to the weekly wage one-third of his hourly rate for all time so worked.

(d) A worker who has been directed to work in the rain and has become wet shall be deemed to be working in the rain for the remainder of the day (or until he has had the opportunity to change his clothes) even though the rain has ceased.

Clause 6—Holidays

(a) The recognised holidays shall be New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day and 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) Except as otherwise provided in this agreement, payment for such holidays allowed shall be at ordinary day wage rate (for both co-operative contract and day wage workers) plus any in charge allowance 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 for at double time rate in addition to the holiday payment due under sub-clause (c) above.

(e) A worker who is required to, and reports for work on any of the above holidays shall be paid for a minimum of three hours at the appropriate rate.

(f) A worker who has been certified by a medical practitioner 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 7—Overtime

(a) Except where otherwise provided, all time worked in any one day beyond the hours hereinbefore mentioned shall be considered overtime and shall be paid for at the following rates: time and a half for the first three hours and thereafter double time.

(b) Except where otherwise provided, work performed after 1 p.m. on Saturday and on Sundays shall be paid for at double ordinary rates.

(c) Any worker called out for special work such as washouts, urgent road repairs, blow-outs in water services and/or work of a similar nature or for any other work not pre-arranged, and who performs the work outside ordinary hours, shall be paid at the rate of double time with a minimum payment of three hours (except that workers on standby allowance shall receive payment for the time actually worked).

(d) (i) When a worker is called back to work after the usual terminating time or before the usual time for commencing work (other than work as described in sub-clause (b) hereof) the worker shall be paid not less than three hours at the specified overtime rates.

(ii) A worker required to work overtime between midnight and the normal time of commencing work shall be paid at the rate of double time for the hours so worked with a minimum payment of three hours, excepting that where a worker starts work after 6 a.m. ordinary overtime shall apply.

(e) Workers required to perform overtime on Saturday or Sunday (other than work described in sub-clause (c) hereof) shall receive a minimum payment of three hours.

Clause 8—Definitions

(a) Ganger shall mean a worker who controls six or more workers and gives directions or instructions and is so designated.

(b) Leading hand shall mean a worker who is placed in charge of a group of up to five workers and who gives directions or instructions.

Clause 9—Wages

The minimum weekly rate of wages shall be as follows:

	Hourly		Weekly	
	s.	d.	£	s. d.
(a) General hand	8	2	16	6 8
(b) General hand employed on elevated work	8	4	16	13 4
(c) (i) Scaffolder-rigger	8	8½	17	8 4

(ii) Scaffolder-rigger who has acquired the necessary scaffold certificates, and rigging certificates when available from Labour Department, under the Construction Acts sufficient to cover all work required by the authority

	s.	d.	£	s.	d.
.....	8	11	17	16	8

(d) NOTE—The above rates include payments to cater for the work coming within clause 10 (c) of the "Auckland Ten-Mile Radius" award.

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

(f) The rates of remuneration and allowances set out in this agreement are inclusive of the increase/s provided in the general wage order of the Court of Arbitration, dated 19 August 1964.

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

(h) Any worker put to do work of a higher grade shall receive the wages of such higher grade while so employed, but the minimum payment at the higher rate shall be for two hours.

Clause 10—Special Payments

(a) *In-charge Payments*—(i) A worker employed as a ganger shall receive 10d. per hour in addition to his normal rate.

(ii) A worker employed as a leading hand shall, while so employed, receive 5½d. per hour in addition to his normal rate.

(b) *Tar, Bitumen, Creosote, Weed Spraying, etc*—(i) Workers engaged in boiling, spreading, mixing or handling asphalt, tar, bituminous mixtures, creosote, road oil or similar substances and metal spreaders working in conjunction with sprayers, shall be paid 4¼d. per hour extra with a minimum payment of 1s. 1d. per day.

(ii) Tar or bitumen sprayers shall be paid an allowance of 6s. 5d. per day: Provided that allowances to tar sprayers while employed on maintenance patching where tar spraying is done intermittently throughout the day shall be as prescribed in sub-clause (i) above.

(iii) Workers employed on weed spraying with arsenical compounds or other materials injurious to health or clothing, shall be paid 4¼d. per hour extra with a minimum of 1s. 1d. per day.

(c) *Gumboots*—Where it is necessary for a worker to wear gumboots, thigh boots or waders or skin diver's or any similar suit, he shall be paid as follows:

Gumboots: 1s. 1d. per day or part thereof.

Thigh Boots and Waders: 1s. 7d. per day or part thereof.

Skin Diver's or any Similar Suit: 2s. 8d. per day or part thereof.

(d) A worker required to enter septic tanks or coming into contact with faecal matter shall, while so engaged, be paid 6s. 7d. per day extra.

Clause 11—Allowances

(a) *Meal*—(i) The employer shall allow meal money at the rate of 5s. 6d. per meal when workers are required to work after 6 p.m. on any ordinary working day and after 1 p.m. on Saturday, Sunday and award holidays; provided that such workers cannot reasonably get home for their meals.

(ii) 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. 6d. tea money shall be allowed.

(b) *Dirty Work*—(i) Where the conditions of work are more injurious to health or clothing than those conditions in which the worker is usually engaged, then the worker so employed shall be paid 4¼d. per hour extra for the time he is actually engaged at such work, with a minimum payment of 1s. 5d. per day.

(ii) What is to be determined as dirty work shall be a matter of mutual agreement between the employer and the worker or a representative of the union having regard to the job rates already included in the wages clause of this agreement, and should they be unable to agree the matter shall be referred to the local Inspector of Awards, whose decision shall be final; but such reference shall not involve stoppage of work.

(iii) This clause shall not apply where a special rate of wages has been provided for special classes of work in wages clause of this agreement.

(c) *Depth*—Men employed in sinking shafts, sumps, pier-holes, or working in trenches, watercourses, or creeks of 6 ft in depth shall be paid the following extra payments:

Over 6 ft and up to and inclusive of 12 ft, 2½d. per hour extra. Over 12 ft and up to and inclusive of 20 ft, 3½d. per hour extra. Over 20 ft, the last mentioned rate plus 1¼d. per hour additional for every 7 ft over 20 ft.

(d) *Availability Out of Hours*—(i) When a worker is required to be available out of hours for routine valve adjustment, pump adjustment, gauge readings or for emergency calls, the standby allowance shall be paid for two weeks out of four.

(ii) If availability be required for the remaining two weeks out of four, double the allowance shall be paid but this shall not continue for more than four weeks without a break of one week.

(iii) Availability on holidays as provided in clause 6 (a) shall be paid at double rates.

(iv) Workers when on availability out of hours, must be within reasonable call by telephone, and if called out to work, shall be paid at the appropriate overtime rates.

(v) Standby allowance shall be:

		Per Day	
		s.	d.
On working days	5	6
On days off	21	9

(e) *Motor Cars, Bicycles, etc.*—(i) Workers who are requested to use their own bicycles for the purpose of their employment shall receive an allowance of 3s. per week or 9d. per day.

(ii) Workers requested to use their own motor cycles or motor cars for the purpose of their employment shall receive milage allowances as currently applied by the Public Service Commission.

(f) *Height Money*—(i) A payment of 9½d. per hour or part thereof to any worker employed on any part of the following structures provided he is not working from the ground:

Auckland Harbour Bridge proper.
North and south approach steel viaducts.
Concrete approach viaduct.
Shelly Beach flyover.

(ii) This allowance may be re-negotiated during the currency of this agreement.

(g) *"Minimum-foothold" Scaffolding Allowance*—(i) When working on tubular scaffolding on bridge steelwork, up to the stage when planks are in position, rigger-scaffolders to be paid 2s. per period or part thereof. The 24 hours of any day/s are divided into five periods as under:

7 a.m. to 12 noon; 12 noon to 5 p.m.; 5 p.m. to 10 p.m.; 10 p.m. to 3 a.m.;
3 a.m. to 7 a.m.

(ii) The payment provided in this sub-clause shall be maintained on a percentage basis when any alteration is made to the height money payments as provided in (f) (i) above.

(h) *Bridge Allowance*—Where workers employed as general hands designated under sub-clause 9 (a) of this agreement, are required to work on the structures as set out in sub-clause (f) (i), a payment of 2s. 6d. per period or part thereof will be paid when employed to work on these structures provided they are not working from the ground. The 24 hours of any day/s are divided into five periods as under:

7 a.m. to 12 noon; 12 noon to 5 p.m.; 5 p.m. to 10 p.m.; 10 p.m. to 3 a.m.;
3 a.m. to 7 a.m.

Clause 12—Part-time Workers

(a) Where the employer does not regularly require the services of a worker for the full period of 40 hours per week, he shall pay such workers *pro rata* the appropriate wage rate, plus 10 per cent.

(b) Where a worker is unable to accept full time employment the employer shall pay *pro rata* the appropriate wage rate.

(c) These provisions shall not be used for the purpose of reducing the hours of work or the earnings of any worker.

Clause 13—Payment of Wages

(a) Wages shall be paid weekly and in cash in the employer's time not later than Thursday of each week.

(b) In the case of dismissal, workers shall be paid within half an hour of the termination of employment, and if detained longer than the time mentioned they shall be paid such extra time as they are detained.

(c) The employer shall supply to all workers, when being paid, a statement detailing wages, overtime and all deductions from the workers wages.

(d) Where a holiday falls on a Thursday or Friday payment of wages shall be made not later than Wednesday of that week.

Clause 14—Termination of Employment

(a) In the case of workers other than casual workers, a week's notice of dismissal or resignation shall be given by the employer or the worker, but this shall not prevent an employer from dismissing any worker for misconduct or for any other good cause and such worker shall be paid only the wages due to the time of his dismissal.

Clause 15—Annual Holidays

(a) The provisions of the Annual Holidays Act 1944 shall be deemed to be incorporated in this award and shall have effect according to their tenor.

(b) Not less than 21 days' notice of the date on which the holiday will be commenced shall be given to each worker.

(c) *Shift Workers*—(i) When any of the holidays, except Anzac Day, provided in subclause (a) of clause 7, falls on the rostered day off of a shift worker an additional day shall be added to the worker's annual holidays.

(ii) For the purpose of defining a shift worker under this subclause, it shall mean any shift worker other than workers whose hours are set out in subclause (a) of clause 2.

(d) Absence on compensation under the Workers' Compensation Act 1956, shall count as time worked for the purpose of assessing annual holidays under the terms of subclause (a) of this clause.

Clause 16—Protective Clothing

(a) *Tar and Bitumen, etc. Workers*—Workers engaged on work with premix, tar, creosote, bitumen, road oil or similar substances, shall be supplied with gloves, boots, overalls, goggles and oil and suitable face masks. This provision will apply to weed spraying, where the use of the material is injurious to health.

(b) The authority shall provide all workers with overalls and arrange for these to be laundered at the authority's expense. These overalls to be worn when required by the authority.

(c) *Gumboots*—(i) Gumboots, shall, where necessary, be supplied by the employer when the worker is working in water, slush or wet concrete over 2 in. in depth or in other conditions where the wearing of gumboots is necessary to protect the worker.

(ii) *Thigh boots* and/or waders and skin divers or similar suits shall, where necessary, be supplied to workers.

(d) *Helmets*—The attention of all workers is drawn to section 32 (3) of the Construction Regulations 1961, which reads as follows:

(3) Where there is a likelihood of persons being injured by objects falling from above and it is impracticable to fix overhead protection, head protective helmets shall be issued to workmen who shall wear them at all times while working in the aforesaid conditions.

(e) (i) Workers using any of the protective clothing provided for in this clause shall be held responsible for loss or damage due to wilful destruction or neglect. Before a second subsequent issue is made the previous issue shall be produced.

(ii) On the termination of employment or when requested at any time by the employer, the worker shall return in good order and condition, fair wear and tear excepted, all clothing supplied in terms of this agreement.

(f) All workers shall be supplied with suitable and satisfactory waterproof coats or capes when conditions are such that the wearing of the waterproof coats or capes are necessary to protect the workers.

Clause 17—Accommodation

(a) Each 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 the changing house including mobile change sheds. 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. At the destructor or such other similar places where the work is of a permanent character, baths or shower baths, with hot and cold water and soap shall be provided. In districts where there is no destructor, baths or shower baths shall be provided as above for refuse lifters and tipmen, or such other arrangement that may be agreed upon between the employer and the union.

(b) Conveniences and rest rooms, where attendants are stationed, except as arranged between the employer and the union, shall be supplied with an anteroom with a wash basin, hot and cold water, electric light and heater. This shall not apply to mobile convenience and rest rooms.

Clause 18—General Provisions

(a) *Washing and Changing*—All workers shall be entitled to not less than 10 minutes for washing and changing each day.

(b) *Construction Act 1959*—Work performed by workers covered by this agreement shall, where applicable, be performed in compliance with the provisions of the Construction Act 1959, and its regulations.

(c) All tools shall be provided and kept in good order by the authority.

(d) *Conveyances*—When workers are being conveyed by the authority to and from work as part of their normal work, the truck shall have the necessary seating accommodation.

(e) *Notices*—A current copy of the industrial agreement, and all other official notices relating to workers' rates of pay or general conditions, rules or regulations in connection with the job shall be posted on an official noticeboard, readily accessible to workers. This shall also apply where workers are regularly employed from mobile caravans.

Clause 19—Accidents

(a) A fully equipped modern first-aid emergency kit or case, provided by the 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 stocks of or for such kits or case shall be kept clean, efficient and replenished.

(b) Wherever 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 the 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 authority.

(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 such attention is necessary, the reasonable cost of such attendance and conveyance shall be borne by the authority.

(e) The attention of all workers is drawn to the provisions contained in section 19 (3) of the Construction Act 1959, which reads as follows:

(3) Except for the purpose of saving life or preventing further injury or of preventing serious danger to life or property, the part of the construction work where the accident occurred shall not, if a continuance of the work is likely to prevent discovery of the cause of the accident, be interfered with and no person shall do any act likely to prevent the discovery of the cause of the accident until authorised by an Inspector.

(f) In the event of a serious accident the authority shall notify the union.

Clause 20—Workers Not Provided For

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

(b) As far as is reasonable, the authority shall advise the union of any new undertaking which creates categories not provided for in this agreement.

Clause 21—Matters Not Provided For

Any dispute in connection with any matter not specifically 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 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 shall have been communicated to the party desiring to appeal.

Clause 22—Workers Representative

The authority shall permit the secretary or other authorised officer of the Auckland and Suburban Local Bodies Labourers and Related Trades Industrial Union of Workers to enter at all reasonable times (to be mutually arranged between the authority and union) upon the premises or works and interview any worker but not so as to interfere unreasonably with the authority's business, or to collect fees, subscriptions, levies or other charges payable to the union of workers.

Clause 23—Unqualified Preference

(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 the Auckland and Suburban Local Bodies Labourers' and Related Trades' Industrial Union of Workers, become a member of such union within 14 days after his engagement, or after this clause comes into force.

(b) Subject to sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of the Auckland and Suburban Local Bodies Labourers' and Related Trades' Industrial 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 sub-clause (a) hereof to become a member of the Auckland and Suburban Local Bodies Labourers' and Related Trades' Industrial Union of Workers who fails to become a member, as required by that sub-clause, 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 the union in accordance with sub-clause (b) hereof commits a breach of this agreement.

(d) The Auckland Harbour Bridge Authority commits a breach of this agreement if it continues to employ any worker to whom subclauses (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.

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

Clause 24—Notification

There shall be instituted a system satisfactory to the secretary of the union, and the maintenance superintendent of the authority of advising the union of the names and addresses of all new employees.

Clause 25—Scope of Agreement

The operation of this agreement is limited to works performed by the Auckland Harbour Bridge Authority.

Clause 26—Term of Agreement

This agreement, insofar as it relates to wages, shall be deemed to come into force on the 12th day of September 1964. So far as all other conditions of this agreement are concerned, it shall come into force on the 25th day of November 1964, and shall remain in force for a period of 12 calendar months from that date.

Signed on behalf of the Auckland Harbour Bridge Authority:

J. A. C. ALLUM, Chairman.
O. H. BRANNIGAN, Secretary.

Signed and sealed at Auckland this 9th day of December 1964.

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

J. J. LEDINGHAM, President.
H. F. CALLAGHER, Secretary.