
**AUCKLAND HARBOUR BRIDGE AUTHORITY PAINTERS AND DECORATORS—
INDUSTRIAL AGREEMENT**

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 18th day of December 1964, between the Auckland Painters and Decorators, Glaziers and Signwriters Industrial Union of Workers (hereinafter referred to as "the union") of the one part and Auckland Harbour Bridge Authority (hereinafter referred to as "the authority or employer") of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:

1. That the terms, conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding upon the said parties and they shall be deemed to be and are hereby incorporated and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions, stipulations and provisions respectively required to be done, observed and performed and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

Clause 1. Industry to Which Agreement Applies

(a) This agreement shall apply to painters employed by Auckland Harbour Bridge Authority provided that nothing herein shall apply to foremen whose duties are substantially overseeing, not manual.

(b) This agreement shall apply to the painting and decorating industry, including the spreading of paint, varnish, shellac, bitumen, or any preparation the purpose of which is of a decorative or protective character (excluding only the application of tar, bitumen, or like substance to the ground or roads or like surfaces); paper hanging; and the hanging of vinyl or similar wall coverings; scrimming; glazing; graining; signwriting; decorating; pictorial signwriting; poster and display artistry; ticket-writing; designing, cutting of stencils and air brushing connected with silk-screen process work; calcimining; distempering and lime-washing; painting on ships; paint and lacquer spraying and dipping of woodwork or any other material into paint or any other substance where not specifically covered by any other award; and all preparatory work in connection with any of the foregoing operations. Nothing in this clause shall apply to any ticket-writing done by shop assistants as such for use in the establishments in which they are employed, nor to workers who intermittently in the course of their predominant employment apply a preliminary protective coating of paint to materials manufactured or repaired in engineering workshops, foundries and similar establishments.

Clause 2. Hours of Work

(a) The hours of work for workers employed in any branch of the trade shall be 40 per week, not more than eight hours per day to be worked between the hours of 8 a.m. and 5 p.m. each day, Monday to Friday, both days inclusive. One hour shall be allowed for a meal each day, but an employer may agree with his workers to allow not less than half an hour for such meal.

(b) Workers shall be allowed five minutes before ceasing work at recognised meal times, and 10 minutes before ceasing work at the end of the day, for washing and cleaning themselves.

(c) A morning and afternoon break of 10 minutes shall be allowed without deduction of pay to all workers.

(d) Any hourly worker ordered to attend at the place of work being stood down by reason of there being no work (other than on account of weather conditions) shall receive four hours' pay at ordinary rates unless previously notified that his services were not required for that day. In the case of work not proceeding at the commencement of the day owing to bad weather conditions, such workers so attending shall be paid for two hours unless they are required by the employer to stand by in which case they shall be paid for three hours.

(e) Any worker having worked all day and night and working into the ordinary working hours of the next day shall be paid double time rates for all such time worked on the second and succeeding days or until an eight-hour break has been allowed.

(f) Any worker having worked all day and having continued to work till after midnight shall be given eight hours off or be paid double time rates for all time worked on the second and succeeding days or until an eight-hour break has been allowed.

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

Clause 3. Provisions Relating to Saturday Work

Any work done in excess of three hours on Saturdays or after 12 noon on Saturdays shall be paid for at double time rates.

Clause 4. Wages

(a) *Rate of Wages. Painters*—The rate shall be that fixed by the State Services Commission at any time during the currency of this agreement, for second grade tradesman as defined in the "Conditions of Employment" for Works; Electricity, Lands and Survey, and Maori Affairs Departments, plus a "Job Conditions" allowance of 6d. per hour.

(NOTE—It is acknowledged by the union and accordingly recorded by the parties hereto, that the "Job Conditions" allowance above, covers the job disabilities met with within the broad general scope of the authority's activities with the exception of those shown under clause 5 hereof.)

(b) After three months' continuous service with the same employer a worker shall be deemed to be a weekly worker.

(c) In respect of workers employed on a weekly wage, no deductions shall be made from the weekly wage except for time lost due to sickness, accident, or default of the worker.

Clause 5. Allowances and Special Payments

(i) *Height Money*—A payment of 9½d. per hour or part thereof, to any worker required to work directly on the structures set out in this sub-clause or from any stage, platform, bosun's-chair, gantry, ladder or scaffold; associated with these structures.

Auckland Harbour Bridge proper.
North and south steel approach viaducts.
Concrete viaduct.
Shelly Beach fly-over.

Provided that in no case shall this payment be payable for such work performed by a worker working directly from the ground.

(ii) *Pneumatic Powered Wire Brushes*—Workers using pneumatic powered wire brushes to be paid 5¼d. per hour while so employed.

(iii) *Sand-blasting Allowance*—(a) Workers employed as "nozzle-men" during sand-blasting operations to be paid 1s. 0¾d. per hour while so employed, with a minimum payment of 2s. 8d. per day.

(b) Leading-hands supervising the work of "nozzle-men" engaged in sand-blasting operations, to be paid 1s. 0¾d. per hour, with a minimum payment of 2s. 8d. per day, during such times as it is necessary for them to wear blaster's helmets to enable them to carry out such supervision.

(iv) *Spray-gun Work*—Workers engaged in spray painting, other than in a water wash or other spray painting booths complying with the Labour Department requirements, shall be paid 7¾d. per hour in addition to the rate prescribed in clause 4 (a) of this agreement. Such workers shall be supplied by the employer with suitable overalls and head coverings, which shall be thoroughly washed and cleaned at the employer's expense. If in constant use the overalls and head coverings

shall be washed and cleaned at intervals of not more than one week. When in spray painting any material is used which is detrimental to health, workers engaged in such spray painting shall be provided by the employer with satisfactory respirators, which shall be maintained in an efficient condition. When spraying (otherwise than in a booth) is done within a building, workers who are in close proximity and unavoidably subject to over-spray, shall be provided with masks on request.

(v) *Men in Charge of Work*—A worker appointed by the employer to take charge of jobs where two or more additional men are employed shall be paid the following amounts per day for the time he is so in charge, in addition to the rates of pay prescribed elsewhere in this agreement:

In charge of two and up to six men	.....	.....	.....	3s. 2d. per day.
In charge of seven and up to 12 men	.....	.....	.....	4s. 3d. per day.
In charge of 13 and up to 20 men	.....	.....	.....	5s. 4d. per day.
Over 20 men	.....	.....	.....	5s. 10d. per day.

(vi) *Work Inside "Closed-box Members"*—Work inside closed box-members to be paid at a rate to be negotiated between the union and the authority from time to time. Failing agreement, the rate shall be settled in accordance with the disputes clause (clause 15) of this agreement.

(NOTE—"Closed box-members" mean those steel members of the bridge which can be entered only by the removal of a manhole/s.)

(vii) *Dirty Work*—Any worker called upon to perform work of an unusually dirty or offensive nature, having regard to the "Job Conditions" allowance already included in the wages clause of this agreement, shall be paid such rate as may be agreed upon between the authority and the union. Failing agreement, the rate shall be settled in accordance with the disputes clause (clause 15) of this agreement.

(viii) The rates of remuneration and allowances set out in this agreement are inclusive of the increases provided in the general wage orders of the Court of Arbitration dated 4 July 1962 and 19 August 1964.

(ix) The rates of remuneration provided for in clause 4 (a) of this agreement are to be amended from time to time by Government Services Tribunal orders issued as a result of ruling wage surveys undertaken in accordance with the State Services Act 1962, section 42, and any general wage increase awarded by the Court of Arbitration will not be deemed to apply to the rates of remuneration specified in this agreement.

Clause 6. Overtime

(a) All work done outside of or in excess of the daily hours mentioned in clause 2 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter. All overtime shall be calculated on a daily basis. Any time worked between the hours of 10 p.m. and 7 a.m. the next morning shall be paid for at double time rates.

(b) Where a worker cannot reasonably get home for a meal and return in the time allowed for the meal, employers shall either provide a suitable hot meal or allow meal money at the rate of 5s. 7d. per meal when workers other than shift workers are called upon to work overtime for more than one hour after their usual daily time of ceasing work or after 6 p.m. whichever time is the later: Provided that a surcharge of 6d. per meal shall be paid in addition for Saturdays, Sundays, and holidays.

(c) No worker shall be compelled to work for more than five hours without an interval for a meal.

(d) Any time worked in excess of five hours without time being allowed for a meal shall be paid for at double time rates.

(e) Any worker required to work on any Saturday, Sunday, or any holiday shall be paid not less than four hours' pay at the appropriate rates.

(f) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic, shall be paid for time occupied in travelling to or from his home, computed on 3 miles per hour, at ordinary rates of pay. If a conveyance is provided for the worker by his employer, he shall not be entitled to payment for travelling time. For the purpose of this agreement "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by the worker travelling to or from his work.

Clause 7. Holidays

(a) The following shall be the recognised holidays: New Year's Day, and the day following or a day in lieu thereof, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary Day or a day in lieu thereof. Except where section 28 of the Factories Act applies the employer shall pay one tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for that employer during the fortnight ending on the day of any of the above-named holidays.

(b) In the event of a holiday, other than Anzac Day, falling on a Saturday or a 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 working day.

(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 in addition to any payment required by subclause (a) hereof.

(d) The provisions of the Annual Holidays Act 1944, shall apply to workers covered by this agreement. Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed, or the work of those workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday, then that worker shall not be entitled to any wages for two weeks following that date but the employer shall before that date pay to him, in addition to all other amounts due to him at that date including amounts to which he is entitled in respect of any special holidays, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.

Clause 8. Payment of Wages

(a) All wages and other payments shall be paid in cash weekly not later than Thursday, within working hours, either at the employer's place of business or other specified place. Any waiting time outside of working hours shall be paid for at overtime rates.

(b) In the event of the usual pay day being a holiday, such wages shall be paid not later than the day preceding the holiday.

(c) When a worker is discharged, except for wilful misconduct, at any time other than on the ordinary pay day, all wages due to him shall be paid within 15 minutes of his discharge. When a worker leaves of his own accord he shall,

on application, be paid within 24 hours of leaving. All waiting time beyond the prescribed time shall be paid for at overtime rates. When a worker is discharged for wilful misconduct he shall be paid on the next regular pay day.

(d) Where men are discharged they shall be allowed time not exceeding two hours to get their tools from the job they were working at: Provided that in the event of the worker being notified before he leaves the job no such allowance shall be made.

(e) With every payment of wages, each worker shall have handed to him, to be retained by him, a statement showing details of his wages and any special payments for the pay period, together with details of any deductions made from his earnings, and the net amount being paid to him.

Clause 9. Tools of Trade

The authority shall provide all tools of trade.

Clause 10. Protective Clothing

(a) 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.

(b) The authority shall provide canvas footwear, safety helmets, and waterproof clothing.

(c) The authority shall provide on request, such masks; goggles, etc., necessary to protect workers when air is impregnated with dust.

(d) 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.

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.

(e) *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.”

Clause 11. Piecework

Piecework shall be prohibited.

Clause 12. Access to Work

The authority shall permit the secretary or other authorised officer of the union on request, to enter at all reasonable times upon the premises or works and there interview the workers or collect any fees, subscriptions, levies or other charges payable to the union by any workers, but not so as to interfere unreasonably with the authority's business.

Clause 13. Termination of Employment

In the case of weekly workers, one week's notice of the termination of employment shall be given by either party, and in the case of hourly workers, two hour's notice of termination of employment shall be given by either party, but nothing herein shall prevent an employer from summarily dismissing a worker for misconduct.

Clause 14. Car Allowance

Where a worker is directed by the authority to use his own car and, provided the worker is willing, he shall be paid 9d. per mile, and he shall be responsible for arranging the appropriate insurance.

Clause 15. Disputes

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 16. 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 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 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 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 sub-clause (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 17. Shift Work

Should the authority desire to institute shift work, the conditions of such are to be negotiated between the authority and the union. Failing agreement, the matter shall be settled in accordance with the disputes clause (clause 15) of this agreement.

Clause 18. Notification

Upon written application by the secretary of the workers' union in the district, the employer shall supply the names and addresses of all workers in his employ who are engaged on work coming within the scope of this agreement, but the employer shall not be under any obligation to supply such information more often than once in every three months.

Clause 19. Scope of Agreement

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

Clause 20. Term of Agreement

This agreement in so far as it relates to wages shall be deemed to come into force on the 11th day of November 1964 and so far as all other provisions are concerned it shall come into force on the 18th day of December 1964 and shall continue in force until the 18th day of June 1966.

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 Painters and Decorators, Glaziers and Sign-writers Industrial Union of Workers—

G. M. HAGEN, Secretary.

Witness—F. Andrew, painter, 49 Hinemoa Street, Birkenhead.
