

ONEHUNGA BOROUGH COUNCIL **LABOURERS**—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 27th day of August 1965, between the Onehunga Borough Council (hereinafter called "the council" 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:

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 Onehunga Borough Council.

Clause 2—Definitions

(a) "Ganger" shall mean a worker who is placed in charge of a group of workers and gives directions and instructions.

(b) "Propagator" or "gardener" shall mean a worker who has served five years' apprenticeship as a propagator or gardener, or a worker who the employer may deem to be competent to be a propagator or gardener, or any man who is certified by any competent authority to be a propagator or gardener.

(c) "Baths custodian" shall mean a worker who is classified as being in charge of a swimming bath.

Clause 3—Hours of Work

(a) Except as provided, 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) The hours of work for street sweepers shall be by mutual arrangement between the council and the union.

(c) (i) Bath attendants, green keepers, glasshouse keepers, motor camp attendants, caretakers of parks and reserves. The ordinary hours of work for these workers shall not exceed 40 per week or eight per day to be worked on any five of the seven days of the week between the hours of 7.30 a.m. and 5 p.m.

(ii) Days off duty each week for workers covered by this subclause shall be consecutive and so arranged that workers shall have two weekends off in each four weeks.

(iii) Workers in this subclause shall be entitled to payments prescribed by subclause (d) of clause 14 for work done on holidays and shall be entitled to time and a half for work performed on Saturdays and double time for work performed on Sundays when it is part of the normal 40 hour week in accordance with this subclause.

(iv) Bath attendants who take money shall receive an hourly payment of 3¼d. per hour above the wage provided for other bath attendants.

(d) The hours of work for women's rest-room attendants shall be Monday to Thursday between the hours of 10 a.m. and 5 p.m. Friday 10 a.m. to 9 p.m.

(e) (i) *Sewer Workers*: Excepting as provided in (ii) of this subclause six hours shall constitute a day's work where workers are required to enter the interiors of branch sewers, septic tanks and silt chambers, for the purpose of repairing or cleaning them, and shall be paid for as if the worker had worked eight hours. Time and a third shall be paid for such work if less than six hours are worked with a minimum payment as for three hours.

(ii) This payment will not apply to men entering manholes merely for inspections but will be paid when it is necessary for men to remain in the manhole for the purpose of carrying out work such as removing blockages or silt.

(f) *Workers in Tunnels, Shafts or Sumps*: Where men are employed in tunnels, shafts or sumps, shifts shall not exceed eight hours and this period shall include half an hour crib time. Provided that this shall not apply where a drain or tunnel is less than 20 ft in length and in shafts or sumps less than 15 ft below the surface measured bank to bank.

Clause 4—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) Where shifts are worked shift workers shall be paid an allowance of 5s. a shift, provided that where shifts are not rotated the shift allowance shall not be paid to day workers.

(c) 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 5—Meal, Morning and Afternoon Tea Breaks

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

(b) Except when required for 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) 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): Provided that when the ordinary hours extend into overtime a worker shall be paid a half ordinary time rate (in addition to the rate appropriate to the time) only after two hours overtime is worked beyond the time the meal break was due and this payment shall continue until the break is allowed.

(d) An interval of not more than 10 minutes shall be allowed for morning tea and afternoon tea and the employer shall provide facilities for boiling water for same.

(e) When a worker is required to work not less than four hours continuous overtime such workers shall be allowed a 10 minute break at the expiration of the first two hours of such overtime.

Clause 6—Work in the Rain

(a) Subject to the provisions of subclause (b) below, time lost through wet weather shall not be deemed to be time lost through workers' 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 subclause (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 working 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 7—Wages

The following rates of wages shall be paid to men employed in the following branches of work.

- (i) Concrete workers; groundsmen (Waikaraka Park); yardman (borough depot); road construction workers; tar; tar, oil and bitumen workers; drainage and sewerage labourers; hand mower operators; bath attendants; convenience cleaners (male); kerb layers; wall builders; quarrymen; shot firers; machine drill men; hand motor mowers; all other workers not specified: £16 15s. 10d.
- (ii) Refuse tipmen; refuse lifters; regular grave diggers; head road maintenance worker; head groundsmen (Waikaraka Park); ganger; assistant turncock; or water servicemen: £18 4s. 2d.
- (iii) Gardeners; propagators: £18 7s. 6d.
- (iv) Employee in charge of refuse lifting gang shall be paid an extra 19s. 2d. per week.
- (v) Head drainer; head ganger; turncock; head gardener; baths custodian: £19 4s. 2d.
- (vi) Convenience attendants (female): £12 5s.

Clause 8—Increase in the Rates of Remuneration

The employer and the union agree that the rates of remuneration provided in clause 7 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 a result of a 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.

Clause 9—Overtime

(a) Except where otherwise provided, all time worked beyond the hours hereinbefore mentioned shall be considered overtime and shall be paid for at the following: Time and a half for the first three hours and thereafter double time. All time worked after 12 noon on Saturday shall be paid for at double ordinary rates.

(b) Work performed on Sundays shall be paid for at double ordinary rates.

(c) Where any worker turns out and reports on the job for normal overtime on a Saturday and it is wet, he shall receive a minimum of two hours pay at the prescribed overtime rates.

(d) Any worker called out for special work such as washouts, urgent road repairs, blow-outs, and water services and/or of a similar nature and who performs the work outside ordinary working hours, shall be paid at the rate of double time with a minimum payment of four hours.

(e) The rate for "wet place" overtime shall be computed on the ordinary "wet place" rate of time and a third, i.e.:

$$(i) \text{ Time and one-half rate} = T1\frac{1}{2} \times 1\frac{1}{3} = T2.$$

$$(ii) \text{ Double time rate} = T2 \times 1\frac{1}{3} = T2\frac{2}{3}.$$

(f) All workers called out for essential services shall be paid a minimum of two hours, same to be calculated from the time a worker leaves his home and returns thereto, or that reasonable travelling time be allowed.

(g) No worker who works at least four hours overtime between the ordinary time for ceasing work and 3 a.m. the next day shall be required to work ordinary time unless double rates are paid or an eight hour break has occurred. Where by virtue of the eight hour break he loses time on the second day such time shall be paid for at ordinary rates.

Clause 10—Allowances

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

(ii) When workers are required to work under tidal conditions continuously without a meal, then such workers shall be paid double rates for the period usually observed as meal-time.

(iii) 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) *Depth*—Men employed in sinking shafts, sumps, pierholes or working in trenches, watercourses or creeks over 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—3¾d. per hour extra.

Over 20 ft—The last mentioned rate plus a 1¼d. per hour additional for every 7 ft over 20 ft.

(c) *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 14 (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:

On working days	..	..	..	5s. 6d. per day.
On days off	..	..	..	£1 1s. 9d. per day.

Clause 11—Higher Grade Workers

(a) Any worker put to do work of a higher grade, coming within the scope of this agreement shall receive the wages of such grade while so employed. The minimum payment at the higher rate shall be for two hours.

(b) Where a worker is required to relieve a worker receiving a higher rate and where the higher rate has been agreed to by resolution of the council outside of this agreement, the relieving workers shall receive that higher rate as agreed to by council while so employed.

Clause 12—Payment of Wages

Wages shall be paid weekly in cash during working hours except in cases approved of by agreement between the council and the union.

Clause 13—Termination of Employment

(a) In the case of dismissal, not less than five days notice shall be given by either party of the termination of the engagement, but nothing in this subclause shall prevent an employer from summarily dismissing an employee for misconduct.

(b) In the case of dismissal of a worker who has been in the employment of the council less than one month, one day's notice shall be given by either party of the termination of engagement.

(c) Where a worker is summarily dismissed, he shall be paid within half an hour of the termination of the employment and if detained longer than the time mentioned shall be paid for such extra time as he is detained. In the case of a worker being summarily dismissed, the union shall be notified by the council.

Clause 14—Holidays

(a) Provided that a worker is working for the council at any time during the fortnight ending on the day on which the holiday occurs the worker shall be allowed the following holidays on pay: New Years Day, 2 January, 29 January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, 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) Payment for such holidays allowed shall be at the ordinary wage rate plus incharge and shift allowances 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 at double ordinary rates in addition to the holiday payment due in subclause (c) above.

(e) A worker who has been certified 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.

(f) A worker who is required to, and reports for work on any of the above holidays, shall be paid for a minimum of four hours at the appropriate rate, except workers normally employed on essential services.

Clause 15—Annual Holidays

(a) Annual holidays shall be allowed in accordance with the Annual Holidays Act 1944, provided that for the tenth and subsequent years of continuous service with the council a worker shall be allowed an annual holiday of three weeks. If workers engagement is terminated before completion of 12 months service, he shall be paid a proportionate amount of holiday pay.

(b) *Shift Workers*—(i) When any of the holidays excepting Anzac Day provided in clause 14 (a) falls on the rostered day-off of a shift worker, an additional day shall be added to the workers annual holidays.

(ii) For the purpose of defining a shift worker in this subclause, it shall mean any worker other than workers whose hours are set out in clause 3 (a) or (b).

Clause 16—Wet Places

(a) Six hours shall constitute a day's work where workers are working in wet places or foul air and shall be paid for as if the workers had worked eight hours.

(b) (i) A "wet place underground" shall be deemed to be a place where workers are required to work in water or slush over 3 in. in depth or in wet concrete or where water other than rain is dripping on them.

(ii) A wet place above ground shall be a place where workers are required to get wet at their work from causes other than rain.

Clause 17—Contract Work

Where possible and by mutual agreement it shall be lawful for the local body to employ men on co-operative contract system, the general working conditions of such system to be agreed upon between the employer and the union.

Clause 18—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.

(b) *Sewer Workers:* (i) Workers employed cleaning silt from sewers shall be supplied with gumboots and overalls.

(ii) Repairers of old sewers and branch connections shall when necessary, be supplied with liquid disinfectant, gumboots, and overalls.

(c) *Refuse Lifters:* Two pairs of overalls shall be supplied twice yearly to refuse lifters and one pair of leather boots in each year to all other workers: This provision to be effective after the worker has been in the employ of the council for a period of four weeks.

(d) *Convenience Attendants:* Workers employed as convenience attendants shall be supplied with uniforms, rubber gloves, overalls, and gumboots for cleaning.

(e) *Tip Men:* Workers employed as tip men shall be supplied with gloves.

(f) *Tunnels, Shafts, Sumps, etc.:* Workers employed in tunnels, shafts, sumps, pierholes, trenches, watercourses, stormwater drains, creeks or culverts shall, where the conditions are wet and muddy, be provided with gumboots and short waterproof coats.

(g) *Gravediggers:* (i) Gravediggers shall be supplied with gumboots and suitable waterproof coats.

(ii) Suitable waterproof coats and hats shall be supplied when it is necessary, when attending funerals in wet weather.

(iii) Gravediggers shall be supplied with two pairs of leather boots and four pairs of overalls per year.

(h) *Machine Drill Men:* Workers employed as machine drill men shall be provided with leather aprons when engaged on this work.

(i) *Gumboots:* 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.

(j) *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 impractical 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.”

(k) *Drainers:* Drainers in wet places shall be supplied with gumboots and skinbacks.

(l) *Jointers:* Jointers required to joint up pipes with cement or lime mortar or other deleterious substances causing injury to the hands shall be supplied with suitable gloves.

(m) Hydrant men shall be supplied with gumboots, overalls and hand protectors; street washers with boots and rainproof oilskins; and drainers in wet places with gumboots and skinbacks.

(n) Where the council requires a worker to purchase gumboots, overalls, hand protectors, boots, rainproof oilskins, skinbacks, leather boots or gloves, the council shall meet the full cost of same.

(o) Two pairs of overalls shall be supplied to all workers and such issue shall be made in April and October of each year.

(p) (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.

(q) Workers shall wear the protective clothing provided on all occasions where it is necessary.

Clause 19—Accommodation

(a) A satisfactory dining room shall be provided for all workers.

(b) Suitable facilities shall be provided for changing clothes. Such facilities to include locking cupboards and for basins with hot and cold running water and showers. Soap and towels shall be provided by the employer.

(c) Suitable cloak and toilet accommodation shall be provided.

(d) The provision of the safety and health section of the Factories Act 1946, shall be deemed to be incorporated in this agreement.

(e) Facilities shall be provided to enable workers to dry their clothes.

(f) Provision for boiling water for meals and heating food shall be provided.

(g) No lime, cement, or tools or any other substance shall be stored in the accommodation provided for workers.

(h) The accommodation provided shall be kept clean by the employer and shall be thoroughly cleaned and disinfected at least once a week.

Clause 20—General Provisions

(a) *Washing and Changing*: The following categories of workers shall be entitled to not less than 10 minutes for washing and changing each day.

Workers employed on: premix, bitumen, tar, creosote, road oil or similar substances, sewer workers, machine drill men, workers in destructor, tipmen, refuse lifters.

(b) *Gravediggers*: Tentflys or other satisfactory coverings shall be supplied where graves are being excavated in wet weather.

(c) *Old Sewers*: Before work on any old sewer is commenced it must first receive adequate ventilation and disinfection where necessary.

(d) *Ventilation*: In all drives and tunnels, where necessary, adequate provision shall be made whereby workers at the face shall be supplied with fresh air in terms of the Quarries Act.

(e) *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.

(f) *Refuse Containers*: Refuse containers shall not exceed by law requirements and the height of the loading sides of truck shall be not more than 5 ft 9 in.

(g) *Tools and Accessories*: (i) All tools shall be provided and kept in good order by the council.

(ii) The present practice of the council in respect of supplying workers with oilskins, gumboots, rubber gloves, etc., shall continue during the currency of this agreement.

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

(i) *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 notice board, readily accessible to workers. This shall also apply where workers are regularly employed from mobile caravans.

Clause 21—Accidents

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

(b) Whenever 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 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 all the said matters to the employing authority, who will also notify the union secretary.

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

Clause 22—Sick Benefit

(a) Any employee unable to perform his or her duties on account of sickness or accident shall, on production of a medical certificate where such absence exceeds three working days continuously, be entitled to sick leave on full pay at the rate of 10 working days for each complete year of local authority service and such leave shall be regarded as accumulative over the whole of any employee's service.

(b) The council may, in cases which it is considered special, vary and extend the period of pay during the sick leave as stated in subclause (a) hereof, particularly when in its opinion the illness results from causes that are due to conditions under which the employee has been working.

(c) For the purpose of this clause "local authority" service shall mean service with the Onehunga Borough Council, except in the case of amalgamation of local authorities or services.

(d) Time off caused by injuries received in course of duty is not to be included in computing sick leave under this clause.

(e) For the purpose of calculating service under this clause such service shall be calculated as from 1 September 1951.

Clause 23—Service Bonus

A service bonus shall be granted to all employees on the following basis:

				£	s.	d.
For two years service	..	..	..	..	15	0 0
For four years service	..	..	..	..	17	10 0
For six years service	..	..	..	..	20	0 0
For eight years service	..	..	..	..	22	10 0
For 10 years service	..	..	..	..	25	0 0
For 12 years service	..	..	..	..	27	10 0
For 14 years service	..	..	..	..	30	0 0
For 16 years service	..	..	..	..	32	10 0
For 18 years service	..	..	..	..	35	0 0
For 20 years service	..	..	..	..	37	10 0

Thereafter a further £1 5s. per year in addition to each years service.

These payments shall be subjected to the following provisions:

- (a) That it be paid in respect of continuous service only. For the purpose of this agreement, however, "continuous service" to be interpreted to permit an employee to be absent on his own volition. (i.e., other than annual leave, special leave, sick leave, or the like) for a period not exceeding one month during his total employment with the council.
- (b) That the payment of the service bonus be retrospective to 1 January 1956; and apart from those who have already qualified this year, such bonus shall be paid on the anniversary of the commencement of each employee's service with the council.
- (c) That if a worker leaves the employ of the council, other than on the anniversary of his commencing employment with the council, he or she shall not be entitled to a proportionate part of the bonus.

NOTE—For the purpose of calculating service, men still in the employ of the council who worked under Scheme 13 shall have such service taken into account.

Clause 24—Gratuity Provisions

(a) On resignation or retirement of an employee who has had at least 10 years' service with the council, he may be granted a gratuity payment at the rate of half a week's pay for each year of service with the council provided that such service is continuous.

(b) In the event of an employee dying whilst in the council's service after having completed at least 10 years' service, a sum equal to the gratuity payment may be paid to the widow, or at the discretion of the council to his dependants.

(c) Should an employee be discharged for breach of discipline or any wrong act in regard to his employment, the council reserves the right not to pay any retiring allowance, or only such amount as shall be decided by the council at a properly convened meeting of which notice shall be given.

Clause 25—Special Leave and Domestic Leave

(a) *Special Leave:* Special leave, with or without pay may be granted by the council's discretion to any employee, each application to be considered on its merits.

(b) *Domestic Leave:* On production of a medical certificate, leave on full pay of up to five working days in any one year may, at the discretion of the council, be granted to a married employee who finds it essential to remain at home in an emergency in the event of his wife's illness, such leave to be treated as though it were due to the employee's own sickness and be subject to all provisions of this agreement relevant thereto.

Clause 26—Matters Not Provided For

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

Clause 27—Workers Representative

Every 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.

Clause 28—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 a union of workers bound by this agreement, become a member of such union within seven 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 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 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.

Clause 29—Under Rate Workers

(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 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 the 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 consider.

(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 the 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 the secretary of the union upon such wage without having the same so fixed.

(d) 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.

Clause 30—Workers Not Provided For

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

Clause 31—Scope of Agreement

The operation of this agreement is limited to all works performed by the Onehunga Borough Council.

Clause 32—Terms of Agreement

This agreement shall come into force on the 15th day of July 1965, and shall remain in operation until the 31st day of December 1966.

Signed on behalf of the Onehunga Borough Council—

L. A. MANNING, Mayor.

J. S. GOLDSBURY, Town Clerk.

Signed and sealed at Auckland this 27th day of August 1965.

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.
