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AUCKLAND CITY COUNCIL ENGINE DRIVERS, FIREMEN AND GREASERS'—  
INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 20th day of September 1965 between the Auckland City Council (hereinafter called the council or the employer) on 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:

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SCHEDULE

*Application of Agreement*

1. This agreement shall apply to engine drivers employed by the Auckland City Council, at the Hobson Street Tepid Baths, and at the Municipal Abattoir, Westfield.

*Hours of Work*

2. (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 any 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 the hours between 7 a.m. and 6 p.m., a shift rate of 5s. 9d. 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 sub-clause shall not apply to a worker working overtime at the conclusion of an eight hour shift, nor if the worker ceased work of his own accord before working eight hours.

(d) 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 where practicable.

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 an emergency, shall not be altered by the employer except subject to 24 hours' notice to the workers concerned.

(e) The daily hours shall be continuous except for one interval of not more than one hour for a meal. In the case of shift workers, the hours shall be continuous inclusive of crib time.

(f) For the purpose of calculating the hours of work, each of the holidays hereinafter mentioned 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*

	Per Week			Per Hour	
	£	s.	d.	s.	d.
3. (a) Engine drivers performing work requiring a Second Class Certificate .....	17	3	4	8	7
Engine drivers performing work where no certificate is required .....	16	0	0	8	0

(b) Workers employed to attend, regulate, or control refrigeration machinery shall be paid an additional 8s. 3d. per week.

(c) Any work done on any of the holidays mentioned in clause 9 hereof shall be paid for at double time rates in addition to the ordinary weekly wage.

(d) The employer and the union agree that the rates of remuneration provided in clause 3 of this agreement shall be amended from time to time to incorporate any increases granted under wage workers 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.

#### *Penal Rates*

4. Time worked on the following days up to eight hours a day or 40 hours a week shall be paid for at the following penal rates, in addition to ordinary pay:

Saturday half ordinary time rate.

Sunday: ordinary time rate.

#### *Overtime*

5. (a) All time worked outside or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours, and double time thereafter. 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) All overtime worked on any Sunday shall be paid at double the ordinary rate of pay.

*Deductions*

6. The employer may make a rateable deduction from the weekly wage for any time lost by the worker through sickness, accident or default of the worker.

*Standby Time*

7. Time occupied by any worker (other than shift worker who is paid crib time) required to stand by during the meal period shall be treated as overtime. The operation of this clause shall not extend to more than one meal period per day.

*Notice of Leaving or Dismissal*

8. In the case of dismissal of any worker under this agreement, not less than one week's notice shall be given by the employer, or a week's wages, calculated at the rate normally received by the worker, shall be paid in lieu of such notice. In the case of a worker leaving of his own accord, not less than one working week's notice shall be given to the employer by the worker concerned. Should a worker leave without good cause, and without giving a week's notice, he shall forfeit a week's wages, provided however that the foregoing provisions shall be read as being subject to the employer's right to dismiss an employee without notice for misconduct, when a worker shall be subject to summary dismissal and entitled to his pay up to the time of dismissal only.

*Holidays*

9. (a) The following shall be recognised as holidays on pay: New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, birthday of the reigning Sovereign, Christmas Day, Boxing Day.

(b) Where any of the above holidays, except Anzac Day, falls on a Saturday or Sunday, such holiday shall be observed on the first following normal working day.

(c) A shift worker whose rostered day off falls on one of the specified holidays may, by agreement with the employer, choose either to be paid for such day at ordinary rates of pay or to have another working day off in lieu thereof; such day to be mutually agreed upon.

*Annual Holidays*

10. (a) Annual holidays shall be allowed in accordance with the Annual Holidays Act and its amendments.

(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 Holidays Act and its amendments.

(c) In the computation of annual holidays a regular shift worker shall be paid an amount equal to the average weekly wage based on his 40 hour weekly roster exclusive of allowances.

*Meal Money*

11. (a) The employer shall either supply a suitable meal or allow meal money at the rate of 5s. 6d. per meal when workers are required to work more than one hour in excess of the ordinary hours of work prescribed in clause 2. 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. 6d., provided he continues working after the meal interval; provided further that he does not go home for the meal. This sub-clause shall not apply where crib time is paid for.

*Dirt Money*

12. (a) When workers are required to enter flues of back-end smoke-boxes for the purpose of cleaning them or to chip and/or clean the interior of boilers, they shall be paid 1s. 9d. per hour extra with a minimum of 3s. 8d. per day. A worker in charge of a boiler or boilers under steam shall not be called upon at the same time to perform or assist in the performance of the foregoing work. When workers are required to clean tubes by brush or scraper, or steam or air jet, they shall be paid 2s. 6d. per day extra.

(b) When a worker is required to mix either calcium or sodium brine, or to enter brine batteries for the purpose of cleaning them, or removing, cleaning, repairing, or overhauling brine pumps and/or sprays, he shall be paid 1s. 9d. per hour extra, with a minimum of 3s. 8d. per day. Protective clothing and footwear shall be supplied for workers while so employed. For the purpose of this agreement a "brine battery" consists of the area between the side walls, the fan and the eliminator and containing tanks, coils, and brine sprays.

*Emergency Works*

13. 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 an emergency to resume duty, shall be paid for a minimum of three hours at overtime rates.

*Heat and Cold*

14. (a) Any worker required to work in any compartment or confined space where the heat exceeds 110° F. shall be paid in addition to the rates of wages to which he is entitled for the time at which the work is performed, a special heat rate, computed at ordinary time rates for the time he is so employed.

(b) No worker shall be compelled to work in any space where the temperature has been raised to above 130° F.

*General Conditions*

15. (a) Adequate and suitable individual accommodation for clothing not worn during working hours shall be provided.

(b) Where workers are employed in factories, suitable facilities for washing, which shall include soap and clean towels or other suitable means of cleaning or drying, shall be provided. For other workers, these facilities shall be made available at some reasonable accessible place.

(c) Where ammonia stored or used for refrigeration purposes, a suitable mask shall be provided for the use of the worker or workers employed.

(d) Workers, if required by the employer to use any of their own tools, shall be paid 2s. extra per week as a tool allowance.

*Clothing*

16. (a) Workers shall be supplied by the employer, within one month of the commencement of their employment, with a minimum of two pairs of overalls annually. Such overalls shall remain the property of the employer.

(b) The employer shall supply leather gloves for use of workers employed in cleaning fires, and in other cases where agreed upon.

(c) Where an employee's engagement is terminated by either party, all items of clothing issued to him pursuant to sub-clauses (a) and (b) of this clause, must be returned in good condition, fair wear and tear excepted.

*Accidents*

17. A modern first aid emergency outfit, fully equipped, shall be kept in a convenient and accessible place in every boiler house or engine room.

*Matters Not Provided For*

18. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded, but shall always proceed as if no dispute has 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 within 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 if required by either party, to be mutually agreed upon, or in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court of Arbitration against a decision of any such committee, upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

*Unqualified Preference*

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

(b) Subject to sub-clause (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 sub-clause (a) hereof to become a member of a union 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 a union in accordance with sub-clause (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 sub-clauses (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 a union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

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

*Term of Agreement*

20. This agreement shall come into force on the 20th day of September 1965, and shall remain in force for a period of 18 calendar months from that date.

Signed on behalf of the Auckland City Council, pursuant to a resolution of the said council passed on the 20th day of September 1965.

[L.S.]

D. M. ROBINSON, Mayor.

G. O. SIMMS, Town Clerk.

Signed on behalf of the New Zealand Engine Drivers, River Engineers, Marine Engine Drivers, Greasers, Firemen and Assistants' Industrial Union of Workers.

J. J. MITCHELL, President.

N. FINCH, Secretary.