

AUCKLAND REGIONAL AUTHORITY DRAINAGE DIVISION—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 23rd day of April 1965, between the Auckland Regional Authority (Drainage Division) (hereinafter called "the division" or "the employer"), of the one part and the New Zealand Engineering, Coachbuilding, Aircraft 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

Workers to Whom This Agreement Applies

1. This agreement shall apply to metal tradesmen and their assistants in the employ of the division, and shall include motor mechanics, fitters, turners, welders, and all other workers whose work brings them within the scope of the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers.

Definitions

2. "Charge hand" means a tradesman who is placed in charge of a group of other workers and who gives directions or instructions and is responsible for the work performed by other workers.

"Fitters mate" means a worker employed as a metal workers' assistant who is directed to regularly assist a tradesman in his normal duties and who uses such tools of trade as the tradesman directs.

"Toolmaker" means a tradesman who is engaged making and/or repairing any precision tool, precision gauge, precision die, precision jig or precision mould, and who is responsible for its proper completion and includes a tradesman who is employed because he possesses a higher degree of skill in precision work than is demanded of the ordinary tradesman.

"Tradesman" means a worker employed as such who has served five years' apprenticeship to any of the branches of the trade covered by this award or an adult worker who, in the course of his employment, works from drawings or prints, or who makes precision measurements, or who applies general trade experience to the branch or branches of any of the trades in which he is employed covered by this agreement.

"Welder" means an adult worker using electric arc, and/or oxy-acetylene blow pipe and/or coal-gas cutting plant who is required to apply general trade experience as a welder.

"Confined space" means a working-place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation, or where confinement within a limited space is productive of unusual discomfort.

Hours of Work

3. (a) Except as otherwise provided in this agreement, the ordinary hours of work shall not exceed 40 per week, of which not more than eight hours shall be worked on each of five days of the week, Monday to Friday inclusive, between the hours of 7.30 a.m. and 5 p.m. The time of starting and finishing work between these hours shall be mutually arranged in each establishment with a break of not more than one hour for lunch and not less than half-an-hour. Failing mutual agreement, the matter shall be dealt with under the provisions of clause 21.

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

(c) Where it is necessary to work shifts, conditions shall be arranged between the division and the union.

Wages

4. (a) (i) The basic rate for tradesmen and fitters mates shall be the same basic rate as shown for "tradesmen, Grade 1" and "labourers skilled" respectively in the current State Services Commission wage worker determination or Government Service Tribunal order in force at any time and shall be amended from time to time with any change which is subsequently made by order of the State Services Commission or Government Service Tribunal.

(ii) The employer and the union having agreed that the basic wage rates in clause 4 hereof shall be kept identical with the appropriate State Services rates, also agree that general wage orders of the Arbitration Court which do not apply to State Services rates shall not apply to this agreement.

(b) The rates for the workmen covered by this agreement are as follows:

(i) Tradesmen: Basic rate £17 19s. 2d. per week: 8s. 11 $\frac{3}{4}$ d. per hour.

(ii) Workers classified below shall be paid the rates listed below in addition to the rates provided in paragraph (i) above:

Tradesmen fitters who hold a trades certificate in fitting, turning and machining issued by N.Z. Trades Certification Board	5s. 10d. per week 1 $\frac{3}{4}$ d. per hour.
Certified motor mechanics	5s. 10d. per week 1 $\frac{3}{4}$ d. per hour.
"A" Grade motor mechanics	14s. 2d. per week 4 $\frac{1}{4}$ d. per hour.
Toolmakers	14s. 2d. per week 4 $\frac{1}{4}$ d. per hour.

(iii) Fitters mates Basic rate £15 5s. 10d. per week 7s. 7 $\frac{3}{4}$ d. per hour.

(c) The division may make a rateable deduction from the weekly wages prescribed for any time lost by the workers through sickness, accident or default. Time lost through a worker's default shall include:

(i) Refusal to work after the officer in charge (or other authorised person) has decided that work shall continue in doubtful weather conditions.

(ii) Not reporting for work on a wet day.

(iii) Leaving the works on a showery day without the permission of the officer-in-charge (or other authorised person).

(iv) Failure to stand by or carry out alternative work or to work in the rain when so directed in terms of subclause 12 (e) (ii) hereof.

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

Payment for Supervision

5. In addition to the rates mentioned in clause 4 (b) above, special allowance for supervision shall be paid to charge hands as follows:

(i) In charge of two to five other workmen: 5 $\frac{3}{4}$ d. per hour.

(ii) In charge of six or more other workmen: 7 $\frac{3}{4}$ d. per hour.

Terms of Engagement

6. Except in the case of casuals, the employment shall be deemed a weekly one and not less than one week's notice of termination shall be given on either side. This shall not prevent the employer from dismissing any worker without the above notice for good substantial cause, subject in all cases to the worker's right of appeal to the appropriate authorities. A casual shall be a worker who has been employed for less than two weeks.

Overtime and Call Outs

7. (a) Except where otherwise provided, all time worked outside or in excess of 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 in any one day and thereafter double time.

(b) Work performed on Sundays or public holidays or after noon on Saturdays, shall be paid for at double ordinary rates.

(c) Where work is done on a Saturday or Sunday or a public holiday, payment shall be made as for a minimum of four hours work at the appropriate rate.

(d) Where any worker turns out and reports on the job on a wet Saturday and stands by for more than half-an-hour and does not subsequently work on that day he shall receive two hours pay. He shall, if required, remain at the place of work for the two hours.

(e) Any man required for emergency call-outs, outside ordinary working hours, shall be paid double time worked and for travel time, with a minimum payment for three hours.

(f) Any worker who works such hours in any day that he does not have the opportunity for a break of at least eight consecutive hours shall be paid at double time rates until such a break is allowed.

Suburban Work and Travelling Time

8. (a) Workmen will normally commence and finish work at mustering points which will be notified to each man in writing by the division.

(b) If a man is required to change from one mustering point to another, he shall be so notified in writing and if the change involves additional travelling time or fares, such additional amount involved shall be paid for one month by the division.

(c) Workmen shall proceed or shall be conveyed from their mustering points to the working points at the division's expense.

(d) If a workman is required to go directly to a working point, and such involves additional travelling time or fares over those required to travel to his mustering point, such additional time or fare shall be paid by the division.

(e) Travel time for walking when so directed will be assessed at 3 miles per hour.

(f) The employer shall provide transport for any worker required to start or finish work before the start or after the cessation of public transport. Public transport shall mean: buses, trains or ferries. If transport is not provided, the worker shall be paid travelling time at the rate of 3 miles per hour at ordinary rates of pay.

Holidays

9. (a) The following shall be recognised holidays on pay: Christmas Day, Boxing Day, New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, and any other day which may be proclaimed by the Government or employing authority as a public holiday. For work done on any of the above holidays or on Sundays double time shall be paid.

(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) Payment of wages for holidays set out in this clause shall be made in accordance with the provisions of section 26 of the Factories Act 1946 and its amendments.

Annual Holidays

10. Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944 and its amendments.

Tools and Accessories

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

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

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

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

Where it is necessary for a worker to wear knee gumboots, thigh boots or waders or skin divers or any similar suit, he shall be paid as follows:

Knee gumboots	1½d. per hour with a minimum payment of 1s. per day.
Thigh boots and waders	2½d. per hour with a minimum payment of 1s. 6d. per day.
Skin divers or any similar suit	3¾d. per hour with a minimum payment of 2s. 6d. per day

This payment shall not apply to men who wear short rubber boots.

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

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

(g) Welders, blacksmiths and strikers will be supplied with leather aprons, if required.

(h) Towels will be supplied to those workmen not covered under the Factories Act whose nature of work warrants the issue of a towel.

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

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

Wet Places, Foul Air, and Work in the Rain

12. (a) Workmen employed by the division shall be expected to work in pumping stations, manholes and chambers and at sewage treatment plants as part of their duties.

(b) Six hours shall constitute a day's work in sewer work in wet places, or in tunnelling work in wet places as defined in subclauses (c) and (d) of this clause, or where workers are required to work in foul air, and shall be paid for as if the workers 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 in the case of sewer work in wet places or work in foul air as for four hours work, and in the case of tunnelling work in wet places as for three hours work. This provision shall apply only to those workers actually subjected to any of the aforementioned conditions.

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

(d) In tunnelling work a "wet place" shall be deemed to be a place where workers are required to work in water or slush over 1 in. in depth or in wet concrete or where water other than rain is dripping on them.

(e) *Work in the Rain*—(i) Subject to the provisions of clause 4 (c) hereof and subsection (ii) below, time lost through wet weather shall not be deemed to be time lost through a worker's default.

(ii) 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 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.

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

(iv) 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.

Special Payments

13. (a) *Dirty Work*—(i) Where the conditions of work are more injurious to health or clothing, or are offensive as compared with those conditions in which the worker is usually engaged, then the worker so employed shall be paid the extra rates or allowance as set out below for the time he is actually engaged on such work:

- (a) Opening up a sewage pump that has been in service and has not been cleaned, 6s. 6½d. per day or portion of a day.
- (b) Handling or work on pump parts, valves, pipes or other plant or equipment which has been in contact with sewage and has not been cleaned, 6s. 6½d. per day or portion of a day.
- (c) Cleaning out of drainage sumps in pumping station dry wells and cleaning any sumps which have been contaminated with sewage, 6s. 6½d. per day or portion of a day.
- (d) Changing of winch ropes; dismantling of machines involving contact with oils and greases which have become heavily charged with carbon or other similar contaminant, 3¾d. per hour with a minimum of 2s. 6d. per day.

(ii) Any work, other than that set out in subclauses (a) (i) (a) to (d) of this clause, which 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, and should they be unable to agree the matter shall be dealt with in accordance with the provisions of clause 21, but such reference shall not involve the stoppage of work.

(iii) This clause shall not apply where a special rate of wages has been provided for special classes of work and where provision for dirty work is included in the special rate.

(b) *Welding*—(i) Workers employed on all types of gas welding or cutting, brazing, or electric welding or cutting for less than four hours in a day shall be paid 1s. 10½d. per day extra; for more than four hours in a day they shall be paid 2s. 8d. per day extra.

This provision shall not apply to odd occasions when a worker other than a welder uses the cutting equipment.

(ii) For welding work done on a job pre-heated for at least four hours, a worker shall be paid an extra rate equal to one-quarter of his ordinary rate, in addition to his ordinary or overtime rate as the case may be in lieu of the welding allowance.

(iii) When welding or cutting of galvanised metal is being done, provision shall be made for the removal of the fumes, and one pint of milk shall be provided each morning and/or afternoon.

(iv) In lieu of any other payment under this clause, workers carrying out welding and burning operations in confined spaces shall be paid half ordinary rates in addition to the ordinary or overtime rate as the case may be.

(c) *Height Money*—Where workers are engaged on work from ladders, bosuns chairs, or from swinging stages involving the risk of a fall of more than 20 ft they shall be paid the following extra rates:

Over 20 ft and up to 50 ft	2½d. per hour
Over 50 ft and up to 75 ft	3¾d. per hour
Over 75 ft and up to 140 ft	4¾d. per hour
Over 140 ft	6d. per hour

All scaffolding shall be the responsibility of the employer.

(d) *Confined Space*—Any worker required to work in a confined space shall be paid 3¾d. per hour extra while so employed in addition to the appropriate rate payable for the time worked.

(e) *Depth Money*—Workers employed in shafts, sumps, etc., or working in trenches over 6 ft in depth, shall receive the following extra payments:

Over 6 ft and up to and inclusive of 12 ft	2½d. per hour
Over 12 ft and up to and inclusive of 20 ft	3¾d. per hour
Over 20 ft	5d. per hour

(NOTE—These rates refer only to work in excavations and not in structures such as concreted shafts and pumping stations.)

Accommodation

14. The division shall provide accommodation to the satisfaction of the Inspector of Factories to enable workers to change and dry their clothes and have their meals. Such accommodation shall be for the use of all workers on the job. No lime, cement or tools shall be stored in the change house. The division shall provide proper sanitary accommodation which must be placed at a reasonable distance from the change house and make provision for boiling water for meals. Change houses are to be thoroughly cleaned and disinfected at least once a week. At depots and similar places, wash basins and shower baths with hot and cold water and soap shall be provided. At permanent depots lunch rooms will be separate from all other accommodation, and all workmen will be provided with a locker.

Washing and Cleaning

15. Workmen are to be allowed sufficient time at the termination of each day's work to wash, bathe, and change their clothes as may be necessary according to the work on which they are engaged.

The time allowed in each case shall be a matter of mutual agreement between the division and the worker, or a representative of the union, and should they be unable to agree, the matter shall be referred to the local Inspector of Awards, whose decision shall be final.

Accidents

16. (a) A fully equipped modern first-aid emergency kit or case, provided by the division, shall, to the satisfaction of the Inspector of Awards, be kept in a convenient and accessible position at each permanent place of employment and on each job where a number of men are employed; and instruments, appliances, and stocks of or for such kits or cases 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 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 division. If medical attention is necessary a certificate from the doctor attending is to be forwarded to the division as soon as possible. All accidents of a serious nature shall be reported to the union offices as soon as possible.

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

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

Meal Money

17. When a worker is required:

(a) To work more than nine and a half hours continuously he shall be provided with a suitable meal or be paid meal money at the rate of 5s. 6d. at the end of the first nine and a half hours and at the end of each subsequent four and a half hours of work, provided that work continues thereafter; or

(b) To work more than four and a half hours continuously on a Saturday, Sunday or award holiday he shall be provided with a suitable meal or be paid meal money of 5s. 6d. at the end of the first four and a half hours unless he has been notified on the previous day that he would be required to work more than four and a half hours.

Provided that in the case of (a) and (b) above the meal need not be provided or the meal allowance paid if the worker can reasonably get home for a meal and return to his work within one hour.

Morning Tea and Afternoon Break

18. (a) An interval of not more than 10 minutes shall be allowed for morning and afternoon tea. Boiling water shall be provided at depots.

(b) Where workers are employed away from the depot reasonable facilities such as a thermic type of boiler shall be provided for the gangs.

Payment of Wages

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

(b) In the case of summary 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.

Workers Representative

20. The president or any authorised salaried representative of the local union of workers concerned shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers but not so as to interfere unreasonably with the employer's business. The employer shall give recognition to any worker who is appointed shop steward in the establishment in which he is employed.

Disputes

21. 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.

Workers to be Members of the Union

22. (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 bound by this agreement, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of 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 subclause (a) hereof to become a member of the 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 the 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 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.

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

Under-rate Workers

23. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Scope of Agreement

24. The operation of this agreement is limited to all works performed by the Auckland Regional Authority (Drainage Division).

Term of Agreement

25. This agreement shall have been deemed to have come into force on the 22nd day of February 1965 and shall continue in force until the 22nd day of August 1966.

Signed on behalf of the Auckland Regional Authority:

D. M. ROBINSON, Chairman.
N. C. BELL, Secretary.

Signed on behalf of the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers:

F. G. ANDERSON, President.
J. J. CRUMMEY, Secretary.