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**Manukau City Council Drivers  
and Other Workers  
Collective Agreement (Voluntary)**

**Dated 12/12/74**

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NOTE: See clause 37 herein for the date on which rates of wages come into force.

## Form 6

**UNDER THE INDUSTRIAL RELATIONS ACT 1973  
REGISTERED COLLECTIVE AGREEMENT**

In the matter of the Industrial Relations Act 1973; and in the matter of the Manukau City Council Drivers and Other Workers Dispute of Interest, between the Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers, and the Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers, and Manukau City Council.

The Industrial Commission, having before it the terms of a voluntary settlement arrived at in the abovementioned dispute of interest and submitted or notified to the Commission pursuant to the provisions of section 66 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule hereto and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Industrial Commission has hereto been affixed and the President of the Commission has hereunto set his hand, this 12th day of December 1974.

(L.S.)

G. O. Whatnall, President.

## Form 5

Section 66

Regulation 9

**UNDER THE INDUSTRIAL RELATIONS ACT 1973  
SUBMISSIONS OF VOLUNTARY SETTLEMENT  
FOR REGISTRATION**

In the matter of the Industrial Relations Act 1973; and in the matter of the Manukau City Council Dispute of Interest between The Mayor, Councillors and Citizens of the City of Manukau and The Northern (except Gisborne) Road Transport and Motor and Horse Drivers' and their Assistants' Industrial Union of Workers and The Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers.

To the Registrar of the Industrial Commission:

We hereby submit to you a signed copy of the terms of voluntary settlement of the abovementioned dispute of interest arrived at by the parties pursuant to Section 66 of the Industrial Relations Act 1973, for registration by the Industrial Commission as a composite agreement.

Dated at Auckland this 3rd Day of October 1974.

Signed on behalf of The Mayor, Councillors and Citizens of the City of Manukau:

L. Elsmore.

Signed on behalf of The Northern (except Gisborne) Road Transport and Motor Drivers' and their Assistants' Industrial Union of Workers:

E. Delaney.

Signed on behalf of The Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers:

W. J. Skinner.

## SCHEDULE

### PERSONS TO WHOM AGREEMENT APPLIES

1. This agreement shall apply to all drivers and labourers performing work covered by this agreement and employed by the Manukau City Council.

### HOURS OF WORK

2. (a) (i) Except as otherwise 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.

(ii) The clock hours mentioned in sub-clause (a) of this clause shall not apply to workers whose work is affected by tidal conditions.

(b) (i) Caretakers of Parks and Reserves, Groundsmen, Gardeners, Greenkeepers, and Street Cleaners. The ordinary hours of these workers shall not exceed 40 hours per week or eight per day to be worked on any five of the seven days of the week.

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

(iii) Workers covered by this subclause shall be paid at the rate of time and a half for the first three hours worked on a Saturday and double time thereafter; provided that, all time worked after 12 noon on Saturday shall be paid for at the rate of double time; and provided further that, all time worked on Sunday shall be paid for at the rate of double time when it is part of their normal 40-hour week.

(iv) The Council shall provide a time book or time sheet in which each driver shall enter daily the total hours for which he is entitled to be paid, and the overtime and allowances if any. The Council shall have the time verified and the book or sheet initialled each pay period by a responsible officer. Such time books or time sheets shall be available for inspection by an accredited representative of the Union by arrangement with the employer.

(c) (i) Workers regularly employed as full-time convenience and ladies rest room attendants, bath attendants, cemeteries and crematorium attendants, drainage and pumping station attendants, shall be employed on a 40-hour week or eight hours per day to be worked on any five of the seven days of the week.

(ii) Workers covered by this subclause shall be paid at the rate of time and a half for the first three hours worked on a Saturday and double time thereafter; provided that, all time worked after 12 noon on Saturday shall be paid for at the rate of double time; and provided further that, all time worked on Sunday shall be paid for at the rate of double time when it is part of their normal 40-hour week.

(d) (i) Sewer Work — Where workers are required to enter the interiors of branch sewers, septic tanks and silt chambers for the purpose of cleaning or repairing them, they shall receive half ordinary time rates extra for all time worked. Six hours shall constitute a day's work.

(ii) Wet Places — Where workers are required in emergencies to work in the rain, or to work in wet places, then work shall be calculated and paid as if six hours of such work constitutes a day's work. A "wet place" shall mean a place where workers are standing in water or slush two inches or more in depth or in wet concrete or where water other than rain is dripping on them.

(e) Workers in tunnels, shafts or sumps — Where men are employed in tunnels, shafts or sumps, the shift shall not exceed eight hours and this period shall include half an hour crib time: Provided that this shall not apply where a drive or tunnel is less than 15 feet in length and in shafts or sumps less than 15 feet below the surface, measured bank to bank.

### SHIFT WORK

3. In the event of shift work becoming necessary, then the terms and conditions of such shift work shall be agreed upon by the employer and the Union concerned.

### OVERTIME

4. (a) Except as otherwise provided all time worked outside or in excess of the daily hours fixed in Clause 2 (a) of this Agreement shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) All time worked in excess of three hours or after 12 noon on a Saturday shall be paid for at the rate of double time.

(c) All time worked on a Sunday or on any of the holidays provided for in Clause 13 of this Agreement shall be paid for at the rate of double time.

(d) A worker required to work overtime between 10 p.m. and the normal time of commencing work shall be paid at the rate of double time for the hours so worked with a minimum payment of three hours excepting that where a worker starts work after 6 a.m. ordinary overtime shall apply.

(e) Any worker who is called back to work overtime after having completed his day's work and having left his place of employment shall receive a minimum payment of four hours.

### MEAL AND REST PERIODS

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

(b) No worker shall be continuously employed for a period of more than five hours without a break for a meal. This may be curtailed in the case of emergency work, provided that the worker concerned shall be paid at double time rates for all time worked in excess of five hours until such time as the meal break is taken.

(c) A ten-minute interval shall be allowed for morning and afternoon tea and during each period of four hours continuous overtime but at such time as to suit the convenience of the work on which the worker is engaged.

(d) The Council shall supply, free of charge to all workers bound by this Agreement, tea, milk and sugar during 'smoko' and meal breaks.

### DEFINITIONS

6. (a) A "skilled labourer" shall mean a worker so designated by Council. His upgrading shall be based according to merit, ability and experience and shall be at the discretion of Council.

(b) A "leading hand" shall mean a worker so designated by Council or one who is placed in charge of three men or four men.

(c) A "ganger" shall be a worker so designated by Council or one who is in charge of five or more men.

(d) A "Foreman — second class" shall mean a worker so designated by Council or a worker in charge of two or more gangs.

(e) A "Foreman — first class" shall mean a worker so designated by Council or a foreman in charge of a works area.

(f) A "qualified nurseryman or gardener" shall mean a worker so designated by Council or one who has served an apprenticeship in the industry.

(g) A "parks caretaker" shall mean a worker so designated by Council and who is employed in charge of a park or reserve.

(h) A "groundsman" or "gardener" shall mean a worker so designated by Council and who is employed in the maintenance of sport areas or any worker deemed to be competent to carry out the work of a gardener or nurseryman.

(i) A "groundsman's or gardener's assistant" shall mean a worker so designated by Council who by reason of his knowledge and experience is able

to carry out various classes of gardening or groundsman's work without supervision.

(j) If any dispute arises in respect to any definition under this clause such dispute shall be dealt with under the provisions of Clause 28 of this agreement.

### WAGES

7. The following hourly rates of wages shall be paid to workers covered by this agreement:

	Cents Per Hour	Per Week \$
(a) (i) Convenience Attendants and Ladies Rest Room Attendants	168.6	67.56
(ii) General Labourers including the following work:		
Pick and Shovel		
General Concrete Work		
Labouring in connection with sewerage, drainage and water supply		
Parks and Reserves Labourer		
Street Sweeping and Cleaning		
Cutting grass by pedestrian mowers		
Road and Footpath Formation		
Night Watchman		
Quarryman		
Scoria Pit Man		
Tar, Oil and Bitumen Workers		
Kerbing and Channelling		
Building Labouring		
Plumbing Labouring		
Crusher Feeders		
Bath Attendants		
All other workers not specified	168.6	67.56
(b) Drivers of trucks, vans, mowing machines, road rollers and tractors	177.3	70.92
(c) Skilled labourers		
Groundsman's and Greenkeeper's Assistants		
Tipmen (not operating machines)		
Gardener's Assistants		
Refuse Collectors (not periodic cleanup)		
Cemetery/Crematorium Attendants	173.6	69.44
(d) Operators of bulldozers, graders, loaders, gully cleaners, street sweepers, dump trucks, weed spray units and excavators	186.0	74.40
(e) Grave diggers		
Leading Hands		
Groundsman/Gardener	179.7	71.88
(f) Gangers		
Parks and Reserves Caretaker	185.9	74.36
(g) Qualified Nurseryman or Gardener	198.1	79.24
(h) Skilled Machine Operators	199.0	79.60
(i) Qualified Nurseryman or Gardener with T.C. in Horticulture or Gardening	201.8	80.72
(j) Foreman — second class	205.8	82.32
(k) Foreman — first class	209.5	83.80
(l) Certificated Quarry Manager	222.0	88.80

(m) In addition to the rates prescribed in the preceding subclauses a worker shall be entitled to extra payment in accordance with the following scale when carrying out this work:

	Cents per Hour
Rockdrilling with popper and machine drill	6.8
Shot firing	6.8
Refuse Collectors and Tipmen	6.8
Tunnelling	6.8
Sanitary drain laying. (A sanitary drain shall be deemed to be a drain used for sewerage and not for stormwater)	6.8
Kerbsetting	6.8
Water service laying	6.8
Pipe jointing and caulking	6.8
Timbering	6.8
Gravedigging	6.8
Workers employed on motor mowing	6.8
Workers engaged in feeding concrete mixers or handling, mixing or spreading wet concrete	6.8
Quarrying	6.8
Feeding stone crusher	6.8
Pipe laying	6.8
Operating flame thrower	6.8
Using hand scythe	6.8

(n) Workers who in the course of their employment are requested to come into contact with free tar or bitumen or who are employed in carrying, spreading, boiling, and/or mixing free tar or bitumen in the course of their employment shall be paid 51 cents per day extra while so employed.

"Free tar bitumen" shall mean tar or bitumen which is not enclosed in barrels or drums.

(o) Men actually engaged in fighting fires shall be paid 51 cents per day extra.

(p) Workers required to enter water races or ditches exceeding three feet in width and three feet in depth containing water for the purpose of cleaning them or who in the course of cleaning water races or such ditches, cannot avoid getting wet shall be paid 6.8 cents per hour while so employed.

Workers actually engaged in loading or collecting household refuse or loading or collecting the biennial inorganic collection shall be paid 51 cents per day extra.

(q) Sewerage gang workers shall be paid \$4.66 per week extra.

(r) Workers employed full time in sewage treatment plants shall be paid an allowance of 51 cents per day. This allowance shall be accumulative with the payment prescribed in subclause (q) of this clause when applicable.

(s) Any worker holding a Safety Supervisor's ticket as defined under the Construction Act shall receive a payment of \$1.50 per day extra while so employed as such by his employer.

(t) Where drivers or operators are required to assist in loading refuse vehicles or to assist in levelling at refuse tips, they shall be paid 6.8 cents per hour extra.

(u) Workers whose work brings them into contact with weed killing chemicals and pesticides shall be paid \$4.10 per week extra or 82 cents per day or part of a day.

A worker shall be deemed to be a weekly worker on the completion of one week of service.

A worker shall not have his wages reduced by the coming into force of this agreement.

### SPECIAL PAYMENTS

8. (a) A service payment shall be granted to employees each year on the following basis:

1 year	\$44.35
2 years	47.83
3 years	57.69
4 years	61.14
5 years	71.03
6 years	74.48
7 years	84.37
8 years	87.81
9 years	97.69
10 years	100.89
11 years	111.04
12 years	114.48
13 years	124.36
14 years	127.81
15 years	137.69

Any employee commencing after the 1st February in any year will not receive a service payment at the end of that year but in the following year he will receive his first year's service payment plus one twelfth of that service payment for every complete month he worked in the previous year.

### ALLOWANCES

9. (a) Meals — The Council shall allow meal money at the rate of 110 cents per day when workers are required to work overtime after 6 p.m. on any ordinary working day and after 1 p.m. on Saturday, Sunday or statutory holidays.

### CASUAL WORKERS

10. The hourly rate for casual workers shall be the approximate hourly rate plus 15 per cent. A worker shall be deemed to be a casual worker if he is not employed continuously for one week.

### DRIVERS' DUTIES

11. It shall be part of the ordinary duty of a driver to assist when required in loading and unloading the employer's vehicle. An employer may employ a worker who is substantially engaged as a driver at work outside his ordinary duties for the purpose of filling in time.

### VARIATION OF DUTIES

12. (a) Any worker put to do work on 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 one week in the case of weekly workers and eight hours in the case of casual workers.

(b) No reduction in rate shall be made for a worker required to and carrying out duties for which a lower rate is prescribed, unless he is permanently transferred to such work, when a week's notice of such transfer shall be given.

### HOLIDAYS

13. (a) The recognised holidays shall be New Year's Day and the day following, Auckland Anniversary Day, New Zealand Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day.

(b) In the event of a holiday other than New Zealand Day or Anzac Day falling on a Saturday or 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 Tuesday.

(c) Except as otherwise provided, time worked on any of the abovementioned holidays or on Sunday shall be paid for at the rate of double time, with a minimum payment of three hours, such payment being in addition to any payment to which a worker is entitled under subclause (a) of this clause.

(d) The Council shall pay wages for the above holidays to all workers performing work coming within the scope of this agreement who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

(e) Where any worker has been employed upon work coming within the scope of this agreement by more than one employer during the fortnight ending on the day on which any of the above holidays occur, he shall be entitled to receive payment for the holidays from such one or more of those employers, and if more than one in such proportions as the Inspector of Awards determines.

#### ANNUAL HOLIDAYS

14. (a) Except as otherwise provided, every worker shall at the end of each year of his employment become entitled to an annual holiday of three weeks paid on the basis of the worker's average weekly taxable earnings:

Provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent and provided further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purposes of calculating a worker's average weekly taxable earnings for the year the employer may fix a close-off date other than the anniversary date of the worker's commencement of employment.

(b) The third week's holiday may be taken in conjunction with or separately from the first two weeks as the Council may decide.

(c) Payment for annual holidays shall be on the basis of the worker's average weekly taxable earnings for the year (or lesser period where applicable) immediately preceding his annual holiday entitlement, provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent, and provided further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of the taking of the holiday. For the purpose of calculation under this provision a divisor of 52 shall be used.

(d) For the purposes of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings and ordinary pay shall be as defined in the Annual Holidays Act 1944.

(e) Where a holiday is taken in more than one period the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as provided in subclause (a) of this clause it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in subclause (f) of this clause subject to final adjustments and payment of any remainder after that date, provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

(f) Where the employment of any worker is terminated at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker, in addition to all other amounts due to him, an amount equal to 6 per cent of his gross taxable earnings but not exceeding 7.8 per cent of his gross ordinary pay for that period of employment.

(g) Where the period of employment is less than three weeks the amount to be paid as proportionate holiday pay shall be 6 per cent of the worker's ordinary pay based on a forty-hour week.

#### SPECIAL HOLIDAYS FOR LONG SERVICE

15. (a) A worker shall be entitled to special holidays as follows:

- (i) One special holiday of two weeks after the completion of 20 years and before the completion of 30 years of continuous service with the employer.
- (ii) One special holiday of three weeks after the completion of 30 years and before the completion of 40 years of continuous service with the employer.
- (iii) One special holiday of five weeks after the completion of 40 years continuous service with the employer.

(b) Should a worker have completed 30 years of continuous service with the employer prior to the date of this Award he shall not be entitled to the special holiday provided in paragraph (i) of subclause (a) of this clause. Should a worker have completed 40 years of continuous service with the employer prior to the date of this Agreement he shall not be entitled to the special holiday provided in paragraph (i) or (ii) of subclause (a) of this clause.

(c) All such holidays provided for in subclause (a) of this clause shall be on ordinary pay as defined by the Annual Holidays Act 1944 and may be taken in one or more periods and at such time or times as may be agreed by the employer and the worker.

(d) If a worker having become entitled to a special holiday leaves his employment before such holiday has been taken he shall be paid in lieu thereof.

(e) The provisions of this clause shall not apply where an employer has in operation or brings into operation an alternative scheme for rewarding service, which is not less favourable to the worker than the foregoing, including any bonus or gratuity or superannuation scheme (whether or not such scheme is solely at the cost of the employer, but at no less cost to the employer than the cost involved in providing special holidays under this clause).

(f) For the purpose of this clause, continuity of service with the same employer shall not be deemed to be broken:

- (i) By reason of the sale or transfer of a business to a new employer who continues to employ the worker; or
- (ii) Where an employer transfers a worker to an associated or subsidiary organisation operating as a separate legal entity.

#### RETIRING LEAVE

16. On retirement or resignation except in cases where for special reasons Council decides otherwise it shall, pursuant to Section 6 (2) of the Finance Act 1971 grant a retiring gratuity to employees who have 10 years or more qualifying service with the Council on their retirement or resignation from Council service. The amount of the gratuity will normally be calculated at the rate of one week's pay, at ordinary rates, for each year of service but not in excess of 26 weeks pay.

In the event of an employee dying a gratuity equal to one week's pay, at ordinary rates, for each year of service shall be paid to the widow or at the discretion of the employer, to any dependants.

#### SICK LEAVE

17. 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 such leave on full pay at the rate of ten working days per annum on appointment with a further ten days for each completed year of local authority service and such sick leave shall be regarded as accumulative over the whole of the employee's service.

### BEREAVEMENT LEAVE

18. On the death of a wife or husband or the mother, father, sister, brother or child of the wife or husband, an employee may be granted leave with pay for three days plus reasonable travelling time if out of Auckland but not exceeding total leave of four days.

### TRAVELLING TIME

19. (a) Where work to be performed is situated at a greater distance than 1½ miles by the nearest means of access for pedestrians from the employer's depot, or other point upon which the parties may mutually agree, the worker shall proceed or be conveyed to and from such work at the expense of the Council (as the employer shall determine). Each depot or starting point shall be defined within one month from the date of the agreement.

(b) Time reasonably occupied by the workers in travelling or time occupied in conveying the workers to and from such work beyond the 1½ miles from the point agreed upon or the worker's home, whichever is the less, shall be allowed and paid for by the Council at ordinary rates of pay for time travelled inside the hours provided for in Clause 2 (a) (i) hereof provided that all time travelled outside of the hours provided for in Clause 2 (a) (i) hereof shall be paid for at overtime rates.

(c) No worker residing less than 1½ miles from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause, nor any worker who is substantially employed in any one locality.

(d) Should any worker be engaged at one depot and then be transferred to another, the travelling time and fares shall be paid for until he has been at the new depot for one month.

(e) Where a worker is called back to work outside his usual hours of work or is requested to use his own vehicle in circumstances where the Council would normally provide transport and uses his own vehicle, mileage allowance shall be paid as applying from time to time in the State Services.

(f) This Clause shall have no application where the worker is being conveyed in the council's time.

### PAYMENT OF WAGES

20. (a) Wages shall be paid during working hours not later than Thursday in each week.

(b) When workers leave of their own accord or in the case of summary dismissal, workers shall be paid as soon as reasonably practicable thereafter.

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

(d) Notwithstanding any provision contained in this agreement, the Council may pay the amount of wages due to any worker to the nearest dollar above the precise calculation, provided that the difference between the precise calculation and the nearest dollar payment above that calculation is carried forward into the following pay calculation.

### PROTECTIVE CLOTHING

21. (a) Footwear — All workers covered by this agreement shall be supplied with one pair of leather steel-capped boots or shoes. Replacement shall be

upon production of such footwear when worn out with a maximum issue of one pair per annum. In the event of the employment being discontinued during a year of issue the employer shall be entitled to recover the cost of such footwear on the basis of one twelfth for each complete month by which the employment fell short of twelve months.

(b) Gumboots — The following workers shall be supplied with gumboots:

- (i) Workers engaged in work with premix, tar, creosote, bitumen, road oil or similar substances.
- (ii) Workers engaged in cleaning silt from sewers.
- (iii) Convenience and swimming pool attendants.
- (iv) All workers when employed in tunnels, shafts, sumps, pier holes, trenches, watercourses, stormwater drains, creeks, culverts or when the conditions are wet and muddy or when working in water, slush, wet vegetation or wet concrete one inch or more in depth, or in other conditions where the wearing of gumboots is necessary to protect the worker.

(c) Rubber gloves and aprons — Convenience and swimming pool attendants shall be supplied with rubber gloves and aprons.

(d) Leather gloves — Workers engaged in work with premix, tar, etc., as defined in (b) (i) of this clause, tip men, refuse lifters, gardeners and Parks and Reserves workers when cutting gorse or noxious weeds, shall be supplied with leather gloves.

(e) Leather aprons — Workers employed as machine drill men shall be supplied with leather aprons.

(f) Waterproof clothing — All workers employed in tunnels, shafts, sumps, pier holes, watercourses, stormwater drains, creeks, culverts or any worker required in emergencies to work in the open in wet weather shall be supplied with suitable oilskins, raincoats or parkas.

(g) Helmets — 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. The Union undertakes to ensure that this provision is carried out by the workers.

(h) Goggles and oil — All workers engaged in work with premix, tar, etc., as defined in (b) (i) of this clause shall be supplied on request with goggles, oil and cotton waste.

(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 returned. On 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 accepted, all clothing supplied in terms of this agreement. The worker shall have the right of appeal to Council in the case of theft to such issue of protective clothing.

Workers shall wear and/or use all protective clothing and equipment provided on all occasions where it is necessary.

## TERMINATION OF EMPLOYMENT

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

(b) Where the employment is terminated without the requisite notice one week's wages shall be paid or forfeited by the party who fails to give notice. In the case of hourly work, two hours notice shall be given.

## ABANDONMENT OF EMPLOYMENT

23. Where a worker absents himself from work for more than five working days without the consent of the employer and without notification to the employer, he shall be deemed to have terminated his service. Provided that it shall be the duty of the employer to make all reasonable efforts to contact the employee during this period. Provided further that where a worker was unable through no fault of his own to notify the employer, he shall not be deemed to have abandoned his employment.

## JURY SERVICE

24. If a married employee of Council is called upon for Jury Service he shall, following production by him of a statement from the Registrar of the Court of the amount of fees paid to him for that service, be paid by the Council the difference, if any, between the gross amount of those fees and his weekly wage, based on a 40-hour week, which he would have received from the Council for that period if he had not been so absent.

## ACCOMMODATION

25. The Council shall provide accommodation to the satisfaction of the Inspector of Factories to enable workers to change and dry their clothes and have their meals. The employer shall provide proper sanitary accommodation which must be placed at a reasonable distance from the change house.

Provision for boiling water for meals shall be provided, also soap and running hot and cold water.

## GENERAL PROVISIONS

26. (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 drillmen, tip men, refuse lifters or other workers who may have been handling substances of a dirty nature of working under wet or dirty conditions.

(b) Old Sewers — Before work on an old sewer is commenced it must first receive adequate ventilation and disinfection where necessary.

(c) 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.

(d) 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.

(e) 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.

(f) Notices — A current copy of the industrial agreement and all other official notices relating to workers' rates of pay or general conditions, rates 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.

## ACCIDENTS

27. (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 kits or case shall be kept clean, efficient and replenished.

(b) A small first aid emergency kit approved by the Inspector of Awards shall be attached to each vehicle.

(c) A fire extinguisher shall be provided to each truck.

## DISPUTES

28. (a) This procedure shall apply to a dispute of rights between the parties bound by this agreement or any of them, including a dispute on:

- (i) The interpretation of this agreement, or
- (ii) Any matter (not being a personal grievance within the meaning of Section 117 of the Industrial Relations Act 1973) which relates to matters dealt with in this agreement and not specifically and clearly disposed of by the terms of this agreement.

(b) Either the workers' Union or the employer, or employees who are parties to any such dispute may invoke the procedure.

(c) The Union and the employer, or employees who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the Union and the employer, or employees concerned, together with a Chairman who shall be:

- (i) Mutually agreed upon by the parties, or
- (ii) If there is no such agreement either a conciliator or a person appointed by him.

(d) A decision reached by a majority of the Committee shall be the decision of the Committee; but if the members of the Committee (other than the Chairman) are equally divided in opinion, the Chairman may either:

- (i) Make a decision which shall then be the decision of the Committee,

or

- (ii) Refer the dispute forthwith to the Industrial Court for settlement.

(e) Subject to the right of appeal conferred by subclause (f) of this clause, the decision of the Committee shall be binding on the parties to the dispute.

(f) Any party may appeal to the Industrial Court against a decision of the Committee or any part of their decision. The appellant shall:

- (i) Within 14 days after the date on which the decision of the Committee has been made known to him, give to every other party written notice of his intention to appeal; and
- (ii) Within seven days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and
- (iii) Specify in each such notice the decision or the part of the decision to which the appeal relates.

(g) The essence of this clause being that pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that:

- (i) No worker employed by an employer who is party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
- (ii) While the provisions of this clause are being observed no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

## PERSONAL GRIEVANCES

29. (a) The standard procedure for the settlement of any personal grievance shall be:

- (i) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure;
- (ii) As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin;
- (iii) Where any such attempt at settlement has failed, or where the

grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker should notify the Branch Secretary, or Secretary, or a duly authorised representative of the Union who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative;

- (iv) If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker's grievance, and of the issues, for all subsequent consideration of the case;
  - (v) The written statement shall be referred to a Grievance Committee consisting of an equal number of representatives (not exceeding three) nominated respectively by the Union and the employer, together with a Chairman who shall be mutually agreed upon;
  - (vi) The employer shall have the right to be assisted or represented before the Grievance Committee by an employers' organisation;
  - (vii) If the matter is not settled by the Grievance Committee, it shall be referred to the Industrial Court;
  - (viii) The reference to the Court may be made by the employer or his representative or by the worker's Union or its representative, or both;
  - (ix) The Court, after enquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a decision or award by way of a final settlement which shall be binding on all the parties;
  - (x) It shall be the duty of every party to the agreement to promote the settlement of personal grievances under the procedures hereinbefore provided and to abstain from any action that might impede the effective functioning of the procedures.
- (b) For the purpose of ensuring the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to personal grievance had arisen:
- (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
  - (ii) While the provisions of the procedure for the settlement of the personal grievance are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(c) Any statements made or information given in the course of the proceedings before a Grievance Committee or the Court in respect of an alleged unjustifiable dismissal, shall be absolutely privileged.

(d) In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this section may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:

- (i) The reimbursement to him of a sum equal to the whole or any part of the wages lost to him;
- (ii) His reinstatement in his former position or in a position not less advantageous to him;
- (iii) The payment to him of compensation by his employer.

#### UNDER-RATE WORKERS

30. (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 and Agreements or such other person as the Commission 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 the inspector or other person shall think fit after hearing such evidence and argument as the Union and the worker shall offer.

(b) A permit shall be for such a period, not exceeding six months, as the inspector or other person shall determine, and after the expiration of that period shall continue in force until 14 days notice has been given to the worker by the Secretary of the Union requiring him to have his wage again fixed in the manner prescribed by this section. 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 the inspector or other person shall think fit.

(c) Notwithstanding the foregoing provisions of this section, it shall be competent for a worker to agree in writing with the President or Secretary of the Union upon such a lower wage without having the same so fixed.

(d) It shall be the duty of the Union to give notice to the Inspector of Awards and Agreements 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 the wage is fixed.

#### UNQUALIFIED PREFERENCE

31. If any employer bound by this agreement engages or employs in any position or employment that is subject to the agreement any adult person (other than a person who holds a current certificate of exemption from Union membership) who is not a member of a Union of Workers bound by the agreement and who fails to become a member of such Union within 14 days after his engagement, or as the case may require, after the provision comes into force, or who fails to remain a member of the Union so long as he continues in the position or employment, the employer shall cease to employ that person when requested to do so by any officer or authorised representative of the Union provided that:

- (i) Such person has, at any time since his engagement, been requested to become a member of the Union by any officer or authorised representative of the Union; and
- (ii) There is a member of the Union equally qualified to perform the particular work required to be done and ready and willing to undertake it; or
- (iii) Such other provision to the like general effect as the Commission thinks just, not being a provision amounting to anything in the nature of an unqualified preference provision:

“Unqualified preference provision” in relation to any collective agreement means a provision to the effect that if any adult person (other than a person who holds a current certificate of exemption from Union membership issued under this Act) who is not a member of a Union of Workers bound by the agreement is engaged or employed by any employer bound by the agreement in any position or employment that is subject to the agreement, the person shall become a member of such a Union within 14 days (or such shorter period as may be specified in the agreement) after his engagement or, as the case may require, after the provision comes into force and shall remain a member of the Union so long as he continues in the position or employment.

### DRIVERS' STOP WORK MEETINGS

32. Any driver bound by this agreement who is a member of the Northern Drivers' Union shall be allowed to attend stop work meetings as per clause 38 of the New Zealand General Drivers' Award. Provided that the radius referred to in clause 38 shall be the northern boundary of the Manukau City Council and the southern boundary of the Papakura Borough Council.

### UNION FEES

33. It shall be a condition of employment that the workers shall pay all Union fees to the employer who shall remit such dues to the Union. By arrangement between the Union and employer, Union dues may be deducted on a weekly basis from the wages of workers and be remitted by the employer to the Union at mutually acceptable intervals.

### WORKERS' REPRESENTATIVE

34. (a) The employer 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 worker, but not so as to interfere unreasonably with the employer's business.

(b) The employer, on the request of the Union Secretary, shall furnish a list of employees provided that such lists shall not be required at shorter intervals than four months.

### DISPLAY OF AGREEMENT

35. The employer shall display in each depot, in a conspicuous place, a copy of this agreement.

### SCOPE OF AGREEMENT

36. The operation of this agreement is limited to all works performed by the Manukau City Council.

### TERM OF AGREEMENT

37. This agreement shall come into force on the 1st day of July, 1974, and shall continue in force until the 30th day of June, 1975.

The common seal of the Body Corporate called The Mayor, Councillors and Citizens of the City of Manukau was hereunto affixed this 31st day of October 1974 in the presence of:

L. Elsmore, Mayor.  
C. Wood, City Manager.

Signed on behalf of the Northern and Taranaki Labourers', General Workers' and Related Trades Industrial Union of Workers:

W. J. Skinner.  
D. Milner.

Signed on behalf of the New Zealand Road Transport and Motor and Horse Drivers' and their Assistants' Industrial Union of Workers:

E. Delaney.

### MEMORANDUM

Associated with the submission of this voluntary settlement was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974. This application is sustained and the document registered accordingly.

G. O. Whatnall, President.