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**Howick Borough Council Labourers —
Collective Agreement (Voluntary)**

— Dated 5/2/81

NOTE: See Clause 12 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 Howick Borough Council Labourers dispute of interest between Auckland and Suburban Local Bodies Labourers and Related Trades Industrial Union of Workers and the Howick Borough Council.

The Arbitration Court, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Court pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the form of submission or notification attached 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 Arbitration Court has hereto been affixed and a Judge of the Court has hereunto set his hand, this 5th day of February 1981.

(L.S.)

D. S. Castle, Judge.

Section 66

Form 5

Regulation 9

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973 and in the matter of the Howick Borough Council Labourers' Dispute of Interest between the Auckland and Suburban Local Bodies Labourers and Related Trades Industrial Union of Workers and the Howick Borough Council.

To the Registrar of the Arbitration Court:

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 65 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a collective agreement.

Dated at Auckland this 17th day of December 1980.

Signature of Parties:

Signed for and on behalf of the Howick Borough Council:

M. T. Cooper, Mayor.

J. H. Skelton, Town Clerk.

Signed for and on behalf of the Auckland and Suburban Local Bodies Labourers' and Related Trades Industrial Union of Workers:

E. D. Ericksen, President.

H. F. Callagher, Secretary.

HOWICK BOROUGH COUNCIL LABOURERS' COLLECTIVE AGREEMENT

ARRANGEMENT OF AGREEMENT

Clause Number

- 1 — Persons To Whom Agreement Applies
- 2 — Application of Agreement
- 3 — Hours of Work
- 4 — Overtime
- 5 — Wages
- 6 — Higher Grade Workers
- 7 — Annual Holidays
- 8 — Protective Clothing
- 9 — Retiring Leave
- 10 — Superannuation
- 11 — Scope of Agreement
- 12 — Term of Agreement

SCHEDULE

PERSONS TO WHOM AGREEMENT APPLIES

1. This Agreement shall apply to workers specified in Clause 2 of this Agreement who are employed by the Howick Borough Council.

APPLICATION OF AGREEMENT

2. The provisions of the Auckland (Ten-Mile Radius) Local Bodies Gardeners, Labourers and Related Trades Employees Award, for the time being in force, shall apply to all workers except as provided for in this Agreement.

HOURS OF WORK

3. The hours of work for street sweepers shall be by mutual arrangement between the Council and the Union.

OVERTIME

4. (a) All workers called back to work after the usual terminating time and before the usual time for commencing work (other than work described in Clause 7 (c) of the Auckland (Ten-Mile Radius) Local Bodies Gardeners, Labourers and Related Trades Employees Award) shall be paid a minimum of three hours at double time rates.

(b) A worker who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day, that he has not had at least 10 consecutive hours off work between those times, shall be released after completion of such overtime until he has had 10 consecutive hours off work, without loss of pay for ordinary working time occurring during such absence. If, on the instructions of his employer such a worker resumes or continues work without having had such 10 consecutive hours off work, he shall be paid at double rates until he is released from duty for such period, and he shall then be entitled to be absent until he has had 10

consecutive hours off work, without loss of pay for ordinary working time occurring during such absence.

WAGES

5. (a) The following minimum weekly rates of wages shall be paid to men employed in the following branches of work:

	Per Hour	Per Week
	\$ c	\$ c
(i) Drainage and sewerage workers	4.367	174.68
(ii) Refuse tipmen		
Refuse lifters		
Assistant turncock		
Skilled labourer	4.646	185.84
(iii) Employees in charge of Refuse Lifting Gang to be paid an extra		7.26
(iv) Works Foreman		
Parks Foreman		
Head Drainer		
Turncock	5.227	209.08

(b) The Council shall have the right to employ refuse lifters taking delivery of bulk refuse from shops weekly, at the rate prescribed in subclause (a) hereof and without the necessity of supplying clothing prescribed in Clause 8 (a) for a maximum of three hours weekly.

(c) A worker required to do grave diggings shall receive 65.3 cents per hour in addition to his ordinary rate with a minimum payment as for five hours.

(d) The adjustment to wage rates provided for in this Agreement and any special payments or allowances, shall be in terms of Clause 8 (s) and Clause 9 (i) of the Auckland (Ten-Mile Radius) Local Bodies Gardeners, Labourers and Related Trades Employees Award.

HIGHER GRADE WORKERS

6. 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 worker shall receive that higher rate as agreed to by the Council while so employed.

ANNUAL HOLIDAYS

7. (a) 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 a worker's average weekly taxable earnings, provided that, for the fifth and subsequent years of continuous service with the Council, a worker shall be allowed an Annual Holiday of four weeks. If workers' engagement is terminated before completion of 12 months' service, he shall be paid a proportionate amount of holiday pay.

(b) Absence on compensation under Accident Compensation Act 1972, shall count as time worked for the purpose of assessing annual holidays under the terms of subclause (a) hereof, provided the worker supplies satisfactory medical evidence that the disability is caused by the accident.

PROTECTIVE CLOTHING

8. (a) Refuse Lifters — Two pairs of overalls or alternative suitable clothing shall be supplied twice yearly to refuse lifters. This provision to be effective after the worker has been in the employ of the Council for a period of four weeks.

(b) Hydrant men shall be supplied with gumboots, overalls and hand protectors; street washers with boots and rainproof oilskins.

(c) 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.

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

(e) Overalls, etc — (i) Two pairs of overalls or alternative suitable clothing, e.g. denim jacket, trousers, etc., and one pair of leather boots shall be supplied to all workers each year.

(ii) The Council shall where overalls are supplied and worn arrange for the overalls to be laundered at the Council's expense or provide washing facilities.

RETIRING LEAVE

9. On the resignation or retirement of an employee who has had at least 10 years' service with the Council, he shall be granted retiring leave at the rate of one week for each year of service with a maximum of 26 weeks' leave, provided that such service is continuous. In the event of an employee dying while in the Council's service after having completed at least 10 years' service, a sum equal to the retiring leave shall be paid to the widow or at the discretion of the Council, to his dependants.

SUPERANNUATION

10. All employees covered by this Agreement after one month's service may become a contributor to the employer's subsidised superannuation scheme.

SCOPE OF AGREEMENT

11. The operation of this Agreement is limited to all works performed by the Howick Borough Council.

TERM OF AGREEMENT

12. This Agreement shall be deemed to have come into force on the 17th day of December 1980 and shall remain in force until the 16th day of December 1982.

Signature of Parties:

Signed for and on behalf of the Howick Borough Council:

M. T. Cooper, Mayor.

J. H. Skelton, Town Clerk.

Signed for and on behalf of the Auckland and Suburban Local Bodies Labourers' and Related Trades Industrial Union of Workers:

E. D. Ericksen, President.

H. F. Callagher, Secretary.

MEMORANDUM

This collective agreement incorporates the terms of voluntary settlement arrived at by the parties and forwarded to the Court for registration pursuant to section 65 of the Industrial Relations Act 1973.

(L.S.)

D. S. Castle, Judge.