

Please post in a conspicuous place accessible to workers

**NEW LYNN BOROUGH COUNCIL
LABOURERS — COLLECTIVE
AGREEMENT (VOLUNTARY)**

Dated 3/3/87

NOTE: See clause 13 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 New Lynn Borough Council Labourers dispute of interest; between the Auckland and Suburban Local Bodies Labourers' and Related Trades Industrial Union of Workers and the New Lynn 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 3rd day of March 1987.

(L.S.)

D.D. FINNIGAN
JUDGE

Form 5

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 New Lynn Borough Council Labourers' Dispute of interest

BETWEEN the Auckland and Suburban Local Bodies Labourers' and Related Trades Industrial Union of Workers

AND the New Lynn 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 16th DAY OF December 1986.

Signature of parties:

Signed for and on behalf of the New Lynn Borough Council

B. McNaughton
C. J. Officer

Mayor
Town Clerk

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

J. J. Duke
R. M. Blumhardt

President
Secretary

NEW LYNN BOROUGH COUNCIL LABOURERS' COLLECTIVE AGREEMENT

Clause

Number	ARRANGEMENT OF AGREEMENT
1	Persons To Whom Agreement Applies
2	Application of Agreement
3	Hours of Work
4	Holidays
5	Overtime
6	Wages
7	Higher Grade Workers
8	Protective Clothing
9	Retiring Leave
10	Superannuation
11	Maternity Leave
12	Scope of Agreement
13	Term of Agreement

SCHEDULE

1. PERSONS TO WHOM AGREEMENT APPLIES

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

2. APPLICATION OF AGREEMENT

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.

3. HOURS OF WORK

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

4. HOLIDAYS

A worker absent without pay due to sickness, excepting a worker granted special leave by the Council, as provided for in Clause 23 of the Auckland (Ten-Mile Radius) Local Bodies Gardeners, Labourers and Related Trades employees Award, shall be entitled to payments for special holidays as provided for in Clause 16(a) of the aforesaid Award, on supplying a medical certificate to the Council if so required.

5. OVERTIME

(a) All workers called back to work after the usual terminating time or before the usual time of 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 9 consecutive hours off work between those times, shall be released after completion of such overtime until he has had 9 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

9 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 9 consecutive hours off work, without loss of pay for ordinary working time occurring during such absence.

6. WAGES

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

	Per Week	Per Hour
	\$ c	\$ c
(i) Refuse tipmen		
Refuse lifters		
Assistant turncock or water serviceman	323.72	8.093
(ii) Employees in charge of Refuse Lifting Gang		
shall be paid an extra	11.74	
(iii) Head Ganger (Works)		
Head Water Serviceman or Turncock		
Head Drainer		
Head Gardener		

) Or substitute title which the Council may use in place of any of those listed in this subclause

Workers under this subclause shall be paid an in-charge rate in accordance with the formula set out in Clause 9 (d) of the Auckland (Ten-Mile Radius) Local Bodies Gardeners, Labourers and Related Trades Employees Award, excepting that no worker will receive less than the rate provided for a Second Class Ganger in addition to his classified job rate.

(iv) Any other worker employed as an In-Charge worker shall receive not less than the rate for a Third Class Ganger in addition to his normal rate.

(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) (i) hereof and without the necessity of supplying clothing prescribed in Clause 8(a) for a maximum of three hours weekly.

7. HIGHER GRADE WORKERS

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

8. PROTECTIVE CLOTHING

(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:** — (i) Two pairs of overalls shall be supplied to all workers and such issue shall be made in April and October each except where otherwise provided. The first issue shall be made after the worker has

been in the employ of the council for a period of four weeks whichever is the earlier date.

- (ii) The Council shall, where overalls are provided and worn, arrange for these to be laundered at the Council's expense.
 - (iii) The Council may in lieu of laundering overalls, pay an allowance of \$1.77 per week.
 - (iv) Where the Council pays an allowance in lieu of laundering overalls, special provisions shall be made by the Council where overalls are heavily soiled for these to be pre-cleaned or for these to be laundered at the Council's expense.
- (f) **Footwear:** — Workers must not come onto the job unless wearing boots or other approved footwear suitable to the work on which they are engaged.

9. **RETIRING LEAVE**

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 dependents.

10. **SUPERANNUATION**

All employees covered by this Agreement may become a contributor to the employer's subsidised superannuation scheme.

11. **MATERNITY LEAVE**

The Council and the Union agree that in the event of the Council employing female staff to perform work covered under the terms of this Agreement, a maternity leave Clause will be negotiated.

12. **SCOPE OF AGREEMENT**

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

13. **TERM OF AGREEMENT**

This Agreement shall be deemed to have come into force on the 10th day of November 1985 and shall remain in force until the 30th day of September 1987.

Signature of parties:

Signed for and on behalf of the New Lynn Borough Council

B. McNaughton, Mayor.

C.J. Officer, Town Clerk

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

J. J. Duke, President.

R.M. Blumhardt, 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.

The Court has, pursuant to section 92(2) of the Industrial Relations Act 1973, consented to the specified period for which this collective agreement is to continue in force being less than one year from the date of registration.

Clause 11 regarding Maternity Leave must be read in the light of the Maternity Leave and Employment Protection Act 1980.

Section 17 of the Industrial Relations Amendment Act 1985, Transitional Provision in Respect of Unqualified Preference Provisions, says that every collective agreement or award subject to section 17, shall be deemed to contain a union membership clause in the same form as set out in section 98 of the Industrial Relations Act 1973. The union membership clause reads as follows:

“If any adult person (other than a person who holds a certificate of exemption from union membership issued under section 1120 of the Industrial Relations Act 1973) who is not a member of a union of workers bound by this agreement is engaged or employed by any employer bound by this agreement, in any position or employment that is subject to the agreement, the person shall become a member of the union within 14 days after that person’s engagement or, as the case may require, after this clause comes into force, and shall remain a member of the union so long as that person continues in the position or employment.”

(L.S.)

D.D.FINNIGAN
JUDGE.