

**CHRISTCHURCH DRAINAGE BOARD SHIFT ENGINEERS, PATROLMEN,
WELLPOINT OPERATORS, MECHANICS, ETC.—INDUSTRIAL AGREEMENT**

[Filed in the Office of the Clerk of Awards, Christchurch]

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 1st day of July 1960, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (hereinafter called "the union") of the one part, and the Christchurch Drainage Board (hereinafter called "the employer"): That, as between the parties hereto, the terms, conditions, stipulations, and provisions contained and set out in the Schedule hereto shall be binding upon the said parties, and the said terms, conditions, stipulations and provisions shall be and are hereby incorporated in and declared to form part of this agreement; that the said parties hereto shall observe and perform every matter and thing by this agreement and by the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform same; any failure to observe the conditions, stipulations and provisions contained herein shall be deemed to be a breach of this industrial agreement.

SCHEDULE

A shift engineer shall mean a worker who has served an apprenticeship of at least five years as a mechanical engineer in a workshop where engines are built or repaired or who, during his shift, is required to be in charge of machinery.

Patrolmen: The duties of a patrolman shall be to visit and maintain stations in the Christchurch Drainage Board District. He shall do running repairs and be responsible for the cleanliness of stations and shall perform such other duties in connection with the station as may be required.

Mechanic: Means a skilled worker. Including fitters, turners, motor mechanics and welders.

Electrical worker means a worker engaged on electrical wiring work as defined in the Electrical Wiring Regulations.

Mechanics assistants means a worker, whether semi-skilled or unskilled assisting a tradesman in his work and under his direction.

Clause 1, Wages

(a) The minimum rate of pay shall be as follows:

			£	s.	d.	
Shift engineers	.....	.....	824	0	0	per annum.
Patrolmen	.....	.....	772	0	0	per annum.
Fitters, turners etc.	.....	.....	14	15	10	per week.
Electricians	.....	.....	14	15	10	per week.
Wellpoint operators	.....	.....	14	15	10	per week.
Mechanics assistants	.....	.....	13	16	6	per week.

(b) Wages shall be paid weekly or fortnightly and in the employers time.

(c) Charge-hands shall be paid 5s. per day extra.

(d) Except in the case of casuals, the employment shall be deemed to be a weekly employment and no deduction shall be made from the weekly wage except for time lost through the workers' sickness or default of his absence from work through no fault of the employer.

(e) Seven days' written notice shall be given by either party of the termination of the employment, except in the case of casual employees; provided that nothing in this clause shall prevent the employer from summarily dismissing any worker for wilful misconduct.

(f) An allowance of 3s. 4d. per week after two years' service with the board and increasing to 5s. after five years, shall be payable to all employees covered by this agreement; provided that employees appointed before the date of this agreement shall receive the 3s. 4d. per week after two months' service with the Board.

(g) Each worker shall be entitled to a statement showing details of his earnings for each pay period and any deductions therefrom.

(h) An allowance of £30 per annum will be paid to employees holding the Advanced Trade Certificate.

Clause 2, Hours of Work

Shift Engineers

(a) The maximum number of hours (exclusive of overtime) to be worked in any week by any worker bound by this agreement shall be 40. The length and starting and finishing time of each shift shall be mutually agreed upon between the shift engineers and the representative of the employer. Whenever the requirements of the work allow, shifts shall rotate weekly.

(b) A worker shall be allowed a period of not less than eight hours off between two working shifts.

Shift Allowance

A shift allowance of 4s. per shift extra, shall be paid on shifts where at least four hours of the shifts are outside the period from 8 a.m. to 5 p.m.

Overtime

(a) All time worked outside or in excess of ordinary shift hours shall be paid for at the rate of time and half for the first two hours and double time thereafter.

(b) Overtime shall be calculated on a daily basis.

Saturday, Sunday and Holiday Work

The provisions of the Factories Act 1946, shall apply to all time worked between 12 noon on Saturday and 12 midnight on Sunday and on the following holidays:

Christmas Day, Boxing Day, New Years' Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Show Day and 2 January. When a statutory holiday, with the exception of Anzac Day, falls on a workers' time off, a day shall be granted in lieu thereof or alternatively a days' pay at ordinary rates, dependent on the contingencies of the shift.

Patrolmen

Hours of work shall be in accordance with the present practice and shall be worked within a span of 10 consecutive days in each period of 14 days. A patrolman shall be "on call" for 24 hours per day for seven consecutive days with not less than seven consecutive days interval between such "on calls" periods, and shall receive additional payments as follows:

(a) When not called out in any day, one hours' pay at ordinary rates.

(b) When called out after 5 p.m. on any day, minimum two hours' payment at overtime rates.

Overtime shall be paid for work on the eleventh, twelfth, thirteenth or fourteenth of each 14 day period at the rate of time and a half for the first two hours and double time thereafter. For work done after noon on Saturdays or on Sundays or holidays, payment shall be made in accordance with the Factories Act. When a statutory holiday with the exception of Anzac Day, falls on a workers' time off, a day shall be granted in lieu thereof or alternatively a days' pay at ordinary rates.

Shift Patrolmen

Except in the case of dismissal for misconduct, one months' notice of termination of the employment shall be given by either party.

Clause 3, Overtime

(a) All time worked in excess of or outside of the hours mentioned in clause 2 (a) hereof shall be paid for at the rate of time and a half for the first two hours and double time thereafter. Double time shall be paid for all time worked between the hours of 9 p.m. and 6 a.m. All overtime shall be calculated on a daily basis.

(b) A minimum of two hours shall be paid for all overtime which is not continuous with the ordinary working hours, time to be computed from time of leaving place of residence until return.

(c) Meal money at the rate of 5s. per meal, shall be paid to all workers called upon to work overtime after 6 p.m. provided such workers cannot reasonably get home to their meal and return in the time allowed. If the overtime is continuous, this allowance shall be paid for every period of four hours of overtime, except that overtime work previously arranged on Saturday shall not entitle the worker to meal money unless it is continuous over more than four hours.

(d) Supper time and crib time when working overtime shall be paid for.

(e) Any such worker having worked all night and day and being required to continue working on into the next night shall be paid double time for all such time worked.

(f) Where by virtue of the compulsory eight hour break, he loses ordinary time on the second day such time shall be paid for at ordinary rates, with a maximum of four hours' pay without work.

Clause 4, Holidays

(a) Shift engineers and patrolmen shall receive three weeks annual leave after 12 months service.

(b) All other workers receive 10 working days' annual leave on full pay on completion of 12 months' service. One extra week after 10 years service shall be granted to all employees.

(c) Shift engineers and patrolmen - holidays to be computed on the average complete weekly earnings for the preceding year.

Clause 5, Statutory Holidays

(a) The following shall be the recognised holidays, and no deductions from wages shall be made in respect of them: New Years' Day, 2 January, Good Friday, Easter Sunday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Show Day, Christmas Day, Boxing Day, Anzac Day.

(b) If any of the above mentioned holidays, except Easter Saturday, and Anzac Day, fall on a Saturday or a Sunday, then for the purpose of this agreement, such holiday shall be observed on the following Monday or Tuesday.

(c) For all time worked after noon on Saturdays, on Sundays and on recognised holidays as provided herein, or authorised from time to time, double rates shall be paid.

Clause 6, Tool Allowance

(a) A tradesman fitter, turner etc., required to provide his own tools (except drills, taps, hacksaw blades, and files) shall supply such tools and shall be paid 1½d. per hour tool allowance. To qualify for this allowance a worker shall have sufficient suitable tools for the work on which he is employed. The employer shall compensate a worker for tools lost by fire on the employers' premises.

(b) The allowance provided for in the preceding sub-clause shall not be payable if an employer provides all the tools required.

Clause 7, Overalls

Where overalls are not provided and where no clothing or overall allowance is prescribed elsewhere, in this agreement, an allowance of 2s. 3d. per week extra shall be paid other workers covered by this agreement.

When employed at work which the industry agreement provides for the supply of boots, workers subject to this agreement shall be so supplied.

Clause 8, Dirt Money

Tradesmen working in used sewerage tanks or on used sewerage pumps shall be paid an allowance of 1s. per hour with a minimum of 4s. in any day.

Clause 9, General Conditions

(a) It shall be the duty of the employer to provide lockers or other suitable accommodation wherein employees may keep their clothes, good ventilation, and proper sanitary arrangements, also a sufficient supply of boiling water at meal-times and hot water for washing at knocking-off times; and adequate suitable washing facilities.

(b) Proper shelter shall be provided to protect workers from cold winds or wet weather when working in the open.

(c) Where portable electric lights, electric drills, and other portable electrical equipment, are in use every care shall be taken to see that they are properly insulated. Workers shall immediately report to the foreman any defect in such equipment which shall not be used again until it has been made safe.

(d) Suitable screens shall be supplied for electric welding machines and used by operators wherever practicable.

(e) Protective glasses shall be supplied on request where they are required for use with grinding wheels. Provisions shall be made for sterilising in a formalin box, or by other means, of gloves, goggles or helmets.

(f) A rest interval of not less than 10 minutes shall be allowed morning and afternoon without deduction of pay, and also after each two hours continuous overtime provided that the overtime is to be continued after such interval.

(g) An employer shall provide reasonable facilities for supplying warmth for men working in the workshops in cold weather.

(h) Whenever practicable the worker shall be told when he is going to work overtime the following day.

(i) *Outside Work:* If a worker is required by his employer to work at a place away from the employers' factory, or his ordinary place of employment, which requires him to travel at times outside his normal paid working hours, such travelling time shall be paid for at ordinary rates but not to a greater amount than eight hours in the day. A worker required to drive a vehicle during the course of his work shall be paid the rate appropriate for the times at which the work is performed.

Clause 10, Accidents

(a) An adequate first-aid emergency kit shall be kept in a convenient and accessible place in every workshop, and shall be open to inspection once a month by a union official.

(b) Facilities shall be provided for rendering first-aid in the case of accident to workers while working outside the employers place of business.

(c) Provisions shall be made for a supply of hot water at short notice.

(d) Where a worker is injured in the course of his employment, and is obliged to attend hospital or a doctor for treatment during working hours, such worker shall be paid by the employer for time so lost on the day of the accident but not for more than two hours.

Clause 11, Workers to be Members of the Union

(a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement, any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purpose of sub-clause (a) of this clause, a person of the age of 18 years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested to do so by his employer or any officer or representative of the union, commits a breach of this agreement, and shall be liable accordingly.

NOTE: Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.

(d) Within one month after the date of coming into operation of this agreement each employer shall, if requested by the secretary 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 to obtain this list. Thereafter, but not more frequently than once in every three months, each employer shall, if required by the secretary of the union, supply a list of employees engaged since the last list was supplied.

Clause 12, Under-rate Workers

(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 workers' 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 periods 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.

Clause 13, Disputes Committee

The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever, arising out of or connected therewith and not dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district.

Either side shall have the right of appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Clause 14, Right of Entry

The secretary or other authorised 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 employers' business. The employer shall give recognition to any worker who is appointed shop steward in the establishment in which he is employed.

Clause 15, Application of Agreement

This agreement shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this agreement comes into force or at any time whilst this agreement is in force, connected with or engaged in the industry to which this agreement applies within the industrial district to which this agreement relates.

Clause 16, Scope of Agreement

This industrial agreement shall apply to the parties named herein.

Clause 17, Term of Agreement

This agreement, insofar as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 1st day of December 1959, and so far as all other provisions of the agreement are concerned it shall come into force on the 1st day of July 1960 and this shall continue in force until the 2nd day of July 1962.

In witness whereof the parties have executed these presents:

The common seal of the Christchurch Drainage Board was affixed hereto in the presence of—

[L.S.]

F. R. PRICE, Chairman.
M. D. TUCKER, Secretary.

The common seal of the New Zealand, Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers was affixed hereto in the presence of—

[L.S.]

P. GARDINER, President.
R. JONES, Secretary.