

**NORTH SHORE DRAINAGE BOARD LABOURERS AND OTHER  
WORKERS—INDUSTRIAL AGREEMENT**

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 11th day of June 1962, between the Auckland and Suburban Local Bodies Labourers and Related Trades Industrial Union of Workers (hereinafter referred to as "the union") and the North Shore Drainage Board (hereinafter referred to as "the employer") witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:

That as between the parties hereto, the terms, conditions and provisions herein contained shall be binding on the said parties, and the said terms, conditions and provisions shall be deemed to form part of this agreement; and, further the said parties shall respectively observe every matter and thing by this agreement and by the said terms, conditions and provisions respectively required to be done, observed and performed, and shall not do anything in contravention of this agreement.

*Clause 1. Persons To Whom Agreement Applies*

This agreement shall apply to all workers performing work covered by this agreement and employed by the North Shore Drainage Board.

*Clause 2. Hours of Work*

The ordinary hours of work shall not exceed 40 per week of which not more than 8 hours shall be worked on each of the five days of the week, Monday to Friday inclusive, between the hours of 7.30 a.m. and 5 p.m.

*Clause 3. Meal, Morning and Afternoon Tea Breaks*

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

(b) Except when required for urgent or emergency work, a worker shall not be required to work for more than five hours continuously without being granted a break for a meal.

(c) When a worker is not allowed a break for a meal after working more than five hours continuously, he shall, from the time such break was due till the break is allowed, be paid a half ordinary time rate (in addition to the rate appropriate to the time): Provided that when the ordinary hours extend into overtime a worker shall be paid a half ordinary time rate (in addition to the rate appropriate to the time) only after two hours overtime is worked beyond the time the meal break was due and this payment shall continue until the break is allowed.

(d) An interval of not more than 10 minutes shall be allowed for morning and afternoon tea, boiling water shall be supplied.

(e) When a worker is required to work not less than four hours continuous overtime such worker shall be allowed a 10 minute break at the expiration of the first two hours of such overtime.

*Clause 4. Work in the Rain*

Time lost through wet weather shall not be deemed to be time lost through a worker's default.

*Clause 5. Statutory Holidays*

(a) The recognised holidays shall be New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day.

(b) When any of the above holidays, except Anzac Day, falls on a Saturday or a Sunday it shall be observed on the following Monday, and in the event of another falling on such Monday such other holiday shall be observed on the succeeding Tuesday.

(c) Except as otherwise provided in this agreement, payment for such holidays allowed shall be at ordinary day wage rates (for both co-operative contract and day-wage workers) plus any incharge allowance or allowance as provided in clause 9 (a) which would have been paid had the holiday been an ordinary working day.

(d) Time worked on any of the above holidays shall be paid for at double time rates in addition to the holiday payment due under sub-clause (c) above.

(e) A worker who is required to, and reports for work on any of the above holidays shall be paid for a minimum of four hours at the appropriate rate.

(f) A worker who has been certified as fit to resume work on any of the above holidays following sick leave or absence because of an accident, and who reports for duty on the working day immediately following such holiday, shall be paid for such holiday.

(g) Where any person has worked for the Board at any time during the fortnight ending on the day on which any of the above holidays in sub-clause (a) occurs, he shall be entitled to receive pay for that holiday, provided that where he has been employed by any other employer during that period he shall be entitled to one payment only for that holiday.

#### *Clause 6. Overtime*

(a) Except where otherwise provided, all time worked in any one day beyond the hours hereinbefore mentioned shall be considered overtime and shall be paid for at the following rate: time and a half for the first three hours and thereafter double time.

(b) Work performed after 1 p.m. on Saturday and on Sunday shall be paid for at double ordinary rates.

(c) Any worker called out for special work such as washouts, urgent road repairs, blow-outs in water service and/or work of a similar nature or for any other work not pre-arranged, and who performs the work outside ordinary hours, shall be paid at the rate of double time with a minimum payment of four hours (except that workers on stand-by allowance shall receive payment for the time actually worked).

(d) When a worker is called back to work after the usual terminating time or before the usual time for commencing work (other than work as described in sub-clause (c) hereof) the worker shall be paid not less than three hours at the specified overtime rates.

(e) Workers required to perform overtime on Saturday or Sunday (other than work described in sub-clause (c) hereof) shall receive a minimum payment of four hours.

(f) No worker who has not had at least eight hours break between the ordinary hours of ceasing work and commencing work the next day shall be required to work ordinary time unless double rates are paid or an eight hour break has occurred, whereby virtue of the eight hour break he loses time on the second day such time shall be paid for at ordinary rates.

### Clause 7. Wages

The following shall be the minimum rates of pay for workers employed under the terms of this agreement.

	£	s.	d.
(a) (i) Labourers employed to do cleaning and mechanical work (other than work normally performed by tradesmen) and any other duties necessary to keep the plant running at the Board's treatment plant and pumping stations	14	16	8
(ii) Groundsman-shepherd	14	16	8

(b) In respect of the wages provided in this clause every employee covered by this agreement shall be entitled to the following increases.

1½d. per hour after 12 months continuous service.
2d. per hour after 2 years continuous service.
2½d. per hour after 3 years continuous service.
3d. per hour after 4 years continuous service.
4d. per hour after 5 years continuous service.
6d. per hour after 10 years continuous service.

(c) Workers employed under the terms of this agreement shall be deemed to be weekly workers and no deductions shall be made from workers wages except for any time lost by the worker through sickness, accident or default.

(d) The rates provided in this agreement shall be amended from time to time with any change subsequently made by order of the Government Service Tribunal as it relates to Order No. 238 of the Government Service Tribunal or any order which replaces Order No. 238.

### Clause 8. Termination of Employment

A weeks notice of resignation or dismissal shall be given by employer or worker, but this does not prevent the employer from dismissing any worker for misconduct or any other good cause and such worker shall be paid only the wages due to the time of his dismissal, subject in all cases to the workers right to appeal to the appropriate authorities.

### Clause 9. Special Payments and Allowances

(a) An allowance of £1 per week shall be made to all workers, this allowance shall incorporate all payments such as dirt money, gumboot allowance, depth money etc.

(b) Meal: The employer shall allow meal money at the rate of 5s. per meal when workers are required to work after 6 p.m. on any ordinary working day and after 1 p.m. on Saturday, Sunday and award holidays: Provided that such workers cannot reasonably get home for their meals.

### Clause 10. Payment of Wages

(a) Wages shall be paid weekly during working hours except in cases approved of by the secretary of the union.

(b) In the case of dismissal, workers shall be paid within half an hour of the termination of employment, or in the case of a worker summarily dismissed for misconduct not longer than four hours, and if detained longer than the time mentioned, they shall be paid extra time as they are detained.

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

(d) Where a holiday falls on a Thursday or Friday payment of wages shall be made not later than the Wednesday of that week.

*Clause 11. Annual Holidays*

(a) Except as provided hereunder annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944 and its amendments.

(b) Upon completion of 10 years continuous service a worker shall be granted in respect of the tenth and each further year of service an annual holiday of three weeks instead of two.

(c) Absence on compensation under Workers Compensation Act 1956, shall count as time worked for the purpose of assessing annual holidays under the terms of sub-clause (a) hereof, provided the worker supplies satisfactory medical evidence that the disability is caused by the accident.

(d) Not less than 28 days notice of the date on which the holiday will commence shall be given to each worker.

*Clause 12. Sick Leave*

Every employee after six months' continuous service shall be entitled to sick leave with pay up to two working weeks or 10 working days in any one year. Such sick leave to be made cumulative to meet the contingency of prolonged and serious illness. The employer may require a medical certificate as proof of illness in all cases, but a medical certificate must be provided if the period of sickness extends beyond three working days.

*Clause 13. Suburban Work and Travelling Time*

(a) Where work to be performed is situated at a greater distance than  $1\frac{1}{2}$  miles by the nearest means or 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 employer (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  $1\frac{1}{2}$  miles from the point agreed upon or the worker's home, whichever is the less, shall be allowed and paid for by the employer.

(c) No worker residing less than  $1\frac{1}{2}$  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.

*Clause 14. Protective Clothing*

(a) Workers shall be supplied with overalls, and these shall be laundered at the expense of the Board.

(b) Gumboots, thigh boots and/or waders shall be provided where necessary by the Board.

(c) Goggles and gloves will be supplied where necessary.

(d) Suitable water-proof caps and capes or oilskins will be supplied by the Board where necessary.

(e) Helmets: Helmets will be supplied where there is a likelihood of workers being injured by objects falling from above.

(f) On termination of his 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 and equipment supplied in the terms of this agreement.

*Clause 15. Accommodation*

(a) A satisfactory dining room shall be provided equipped with seats and tables, and kept so furnished and equipped in order to ensure that meals may be taken with reasonable comfort and security, and the dining room shall not be used for storing materials, goods, tools or clothing.

(b) Facilities shall be available to enable workers to heat food.

(c) Suitable sanitary facilities shall be provided for all workers.

(d) A change room shall be provided which shall provide for adequate and suitable facilities for washing and shall include showers, hot and cold running water, soap and clean towels.

(e) Facilities for drying workers clothes shall be provided.

(f) Disinfectant shall be supplied where necessary.

*Clause 16. General Provisions*

(a) Workers shall be entitled to not less than 10 minutes for washing and changing each day.

(b) Tools shall be provided and kept in good order by the Board.

(c) When workers are being conveyed by the Board to and from work as part of their normal work, the truck shall have the necessary seating accommodation.

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

*Clause 17. Piecework*

Piecework by workers covered by this agreement is prohibited.

*Clause 18. Accidents*

(a) A fully equipped modern first aid emergency kit or case, provided by the Board shall be kept in a convenient and accessible position on each job where men are employed, and instruments, appliances and stocks of or for such kits or case shall be kept clean, and efficient and replenished.

(b) Where possible a man with knowledge of first aid shall be in charge of the first aid emergency kit or case.

(c) Any worker injured whilst employed shall, as soon as possible after such injury, report the nature, cause, circumstances, and the 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 Board.

(d) If, in the opinion of the person in charge of the job or failing such person, the workmate or workmates of any injured worker, such worker requires medical attention or, failing that, the attention of a chemist, or that conveyance of such worker for the purpose of such attention is necessary, the reasonable cost of such attention of a chemist, or that conveyance of such worker for the purpose of such attention is necessary, the reasonable cost of such attendance and conveyance shall be borne by the Board.

(e) The attention of all workers is drawn to the provisions contained in section 19 (3) of the Construction Act 1959, which reads as follows:

“(3) Except for the purpose of saving life or preventing further injury or of preventing serious danger to life or property, the part of the construction work where the accident occurred shall not, if a continuance of the work is likely to prevent discovery of the cause of the accident, be interfered with and no person shall do any act likely to prevent the discovery of the cause of the accident until authorised by an inspector.”

(f) In the event of a serious accident the officer in charge shall notify the union.

*Clause 19. Workers Not Provided For*

(a) Any worker not enumerated in this agreement shall be paid such rate of wages as may be agreed upon between the Board and the union.

(b) The Board shall advise the union of any new undertaking which create categories not provided for in this agreement.

*Clause 20. Matters Not Provided For*

Any dispute in connection with any matter not 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 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.

*Clause 21. Workers Representative*

The Board shall permit the secretary or other authorised officer of the Auckland and Suburban Local Bodies Labourers and Related Trades Industrial Union of Workers to enter at all reasonable times (to be mutually arranged between the Board and union) upon the premises or works and interview any worker, but not so as to interfere unreasonably with the Boards business.

*Clause 22. Workers To Be Members of the Union*

(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 Auckland and Suburban Local Bodies Labourers and Related Trades Industrial Union of Workers bound by this agreement become a member of the Auckland and Suburban Local Bodies Labourers and Related Trades Industrial Union of Workers within 14 days after his engagement, or after this clause comes into force: as the case may require.

(b) Subject to sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of the Auckland and Suburban Local Bodies Labourers and Related Trades Industrial Union of Workers so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under sub-clause (a) hereof to become a member of the union who fails to become a member, as required by that sub-clause, after being requested to do so by any officer or authorised representative of the Auckland and Suburban Local Bodies Labourers and Related Trades Industrial Union of Workers, and every worker who fails to remain a member of the union in accordance with subclause (b) hereof commits a breach.



(d) The North Shore Drainage Board commits a breach of this agreement if it continues to employ any worker to whom sub-clause (a) and (b) apply, after having been advised by any 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 sub-clause (a) "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.

*Clause 23. Scope of Agreement*

The operation of this agreement is limited to all work performed by the North Shore Drainage Board.

*Clause 24. Term of Agreement*

This agreement shall come into force on the 1st day of May 1962 and shall continue in force until the 31st day of May 1963.

Signed on behalf of the North Shore Drainage Board:

C. S. WOODALL, Chairman.

T. H. MILLAR, Secretary-Manager.

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

E. R. MACKEN, President.

H. F. CALLAGHER, Secretary.

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