

**SOUTHLAND LOCAL BODIES LABOURERS'—INDUSTRIAL AGREEMENT***[Filed in the Office of the Clerk of Awards, Dunedin]*

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this the 30th day of July 1962, between the Southland Labourers and Related Trades Industrial Union of Workers, hereinafter called the "employees" and the undermentioned Councils and Boards, hereinafter called the "employers" of the other part whereby it is mutually agreed by and between the parties as follows:

Invercargill City Council, Tay Street, Invercargill.  
 Bluff Borough Council, Bluff.  
 Edendale Town Board, Edendale.  
 Gore Borough Council, Gore.  
 Lumsden Town Board, Lumsden.  
 Maitua Borough Council, Maitua.  
 Nightcaps Town Board, Nightcaps.  
 Otatau Town Council, Otatau.  
 Riverton Borough Council, Riverton.  
 Southland Hospital Board, Dee Street, Invercargill.  
 Winton Borough Council, Winton.  
 Wyndham Cemetery Board, Wyndham.  
 Wyndham Town Board, Wyndham.

**SCHEDULE***Industry to Which Agreement Applies*

1. This agreement shall apply to the work done by the classes of workers mentioned in clause 4 hereof who are employed by the local bodies parties hereto.

*Hours of Work*

2. (a) Except where otherwise specified the normal hours of work shall be 40 per week, eight hours of which shall be worked on five days of the week, between the hours of 7.30 a.m. and 5 p.m. Monday to Friday, both days inclusive.

(b) The interval for meals shall be a matter for mutual arrangement between the employer and the worker. No worker shall work more than five hours continuously without an interval for a meal.

*Shift Work*

3. (a) Subject to the provisions of clause 15 hereof shifts may be worked where necessary and shall consist of eight hours including crib-time, and five shifts shall constitute a week's work. Workers employed on night shifts and afternoon shifts shall be paid the sum of 4s. 1d. per shift in addition to their ordinary rates of pay. Any shift starting between 4 p.m. and 8 a.m. is either an afternoon or a night shift. This clause shall apply only where shifts are worked on five or more consecutive working days: Provided that the terms and conditions of employment of the pump attendant at Gore shall be arranged between the union and the Gore Borough Council.

(b) Any time worked in excess of eight hours per shift or 40 hours per week shall be paid for at overtime rates as in clause 6.

(c) Clause 2 does not apply to shift workers employed under this clause.

(d) Shift workers after each complete 12 months' service shall be allowed a holiday of three clear weeks (15 working days) in place of two weeks.

(e) In so far as shift workers are concerned, time worked on Sundays shall be paid for at the rate of double time with a minimum payment of two hours.

### Wages

4. The following shall be the minimum rate of wages:

		Per Week		
		£	s.	d.
(a) Works Department—				
Gangers	.....	13	18	9
Storemen	.....	13	18	9
Labourers	.....	13	7	0
Licensed drainlayers	.....	14	13	9
Assistant to drainlayers	.....	13	14	9
Street orderlies	.....	13	7	0
Chainmen	.....	13	13	2
(b) Waterworks Department—				
Pump attendants (other than Gore)	.....	14	9	4
Service layers	.....	14	9	4
Caulkers; 5d. per hour extra when engaged caulking lead joints.				
Labourers	.....	13	7	0
(c) Sewerage Department—				
Pump attendant	.....	14	9	4
Labourers	.....	13	16	8

The definition of a sewerage labourer "A worker who is required to actually handle or come into contact with sewers in which foul sewage is or normally is flowing, or manhole tanks, or similar structures actually holding foul sewage." Workers employed under this definition shall be supplied with overalls.

		Per Annum		
		£	s.	d.
(d) Cemetery—				
Sexton (other than Invercargill City Council)	.....	779	14	1
Assistant sexton Invercargill City Council	.....	811	9	7
Labourers per week	.....	13	7	0

All workers shall be paid 6s. 8d. per grave for actual digging apart from opening.

Accommodation to enable the cemetery workers to change their clothes, and have their meals with adequate light, and a heater shall be provided.

		Per Week		
		£	s.	d.
(e) Reserves and Gardeners—				
Plant propagators	.....	15	8	4
Qualified gardeners	.....	14	19	10
Gardeners' assistants	.....	14	0	10
Labourers	.....	13	7	0

Any worker holding by examination the National Diploma of Horticulture shall receive 7s. 4d. per week in addition to any of the above rates.

The reference to plant propagator shall not apply to any of the parties named in this agreement other than to the Invercargill City Council.

(f) Refuse Loaders and Collectors: Men employed as loaders and refuse collectors shall be paid £15 16s. 10d. per week.

All workers engaged under this section shall be supplied with suitable raincoats, sou'westers, ankle length lace-up gum boots, or other suitable footwear, overalls and gloves as required, but not more often than twice in any one year, these articles to remain the property of the employer.

Workers, where necessary, such as for the tipping of ashes or dust shall be supplied with suitable goggles, to be maintained by the employee in good order and condition. Hot and cold water shall be made available for use of refuse workers, and reasonable time allowed for cleaning themselves and changing clothes.

Any workers employed by the parties in this agreement and not specifically covered by this or any other award or agreement shall be paid not less than £13 7s. per week.

No junior workers may be employed except as apprentices, or except in the case of casual labour by arrangement with the union.

(g) A temporary worker is a worker who is employed for less than one week and his wage shall be 6s. 9½d. per hour.

(h) A worker employed as a foreman, ganger or leading hand, and not otherwise provided for shall be paid 3s. 2d. per day additional to his usual rate.

(i) Workers employed in actual spraying or the spreading of chips or gravel on hot bituminous work and on tar-kettles shall be paid 3s. 10d. per day extra. Other workers employed on liquid tar or bituminous work shall be paid 2s. 3d. per day extra.

(j) Tipmen shall be paid 3s. 10d. per week extra and shall be supplied with boots and overalls annually or as required through fair wear and tear.

(k) Workers employed on cleaning septic tanks and public conveniences or who come into contact with faecal matter, shall be paid 4s. 5d. per hour extra while so employed on this work.

(l) Workers employed 10 ft or more from the ground topping trees or pruning, cutting back branches, shall be paid 5d. per hour extra.

(m) Workers engaged in falling trees shall be paid 3s. 10d. per day extra. Where the worker's duties include the operating of the saw bench and power saws and the sharpening of the circular saws, he shall be paid a further 3s. 2d. per day whilst so employed.

(n) Workers driving a power winch shall be paid 1s. 7d. per day extra whilst so employed.

(o) Workers splicing wire rope shall be paid 1s. 7d. per day, or part of a day extra whilst so employed.

(p) Workers using pneumatic hammers or drills, mechanical rammers, borers, and breakers, 5d. per hour extra, and when working in quarries 6d. per hour extra.

(q) Workers working in quarries at crusher feeding and crusher attending, shall be paid 4d. per hour extra.

(r) (i) Workers employed in trenches of a depth of 6 ft or more shall be paid 4d. per hour extra from 6 ft to 12 ft, 6d. per hour extra over 12 ft.

(ii) Workers employed in sinking shafts to a depth of 6 ft or over shall be paid 6d. per hour extra from 6 ft to 20 ft, 7d. per hour extra from 20 ft to 30 ft, 1s. per hour in excess of 30 ft.

(iii) Workers employed timbering shall be paid 6d. per hour extra whilst so employed and the above depth rates when they apply.

(iv) Workers employed as tunnelmen shall be paid 6d. per hour extra whilst so employed.

(s) A worker in sole charge of a power concrete mixing machine shall be paid 5d. per hour additional to his ordinary rate for the time so employed.

(t) Workers assisting the fitter or acting independently while raising or dismantling, or while replacing in the well, pumps of the submersible or deep well type, or actually constructing a well, shall be paid 3s. 10d. per day or part of a day extra.

(u) To all adult workers covered by clause 4 of this agreement with 12 months or more continuous service with the same employer, there shall be paid a service bonus of 8s. 6d. per week, and after five years of such service this bonus shall be increased to 12s. 9d. per week.

#### *Overtime*

5. (a) Except where otherwise provided all time worked outside or in excess of the hours mentioned in clause 2 shall be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter, computed on a daily basis. Overtime shall be distributed where practicable amongst the workers concerned.

(b) Any work done on any of the stated holidays other than Anzac Day shall be paid at double rates in addition to the pay for the holidays subject to a minimum payment of 25s. 5d. If a worker is required to work on Sunday he shall receive double pay subject to a minimum of 25s. 8d. A worker required to work on a Saturday, shall be paid a minimum of 19s.

#### *Meal Money*

6. Where a worker is called to work overtime later than one hour after ordinary knocking off time for the day, the employer shall either provide such worker with a meal or pay 5s. 2d. meal money: Provided such worker cannot reasonably get home for a meal, and provided further that he has not been notified of such overtime on the previous day.

#### *Deductions*

7. (a) Subject to the provisions of subclause (b) hereof the employers may make a rateable deduction from the weekly wage, prescribed for time lost by the worker through default, accident, or sickness.

(b) After 12 months continuous service employees shall be entitled to be paid for five days' sick leave during any subsequent year of service. If such payment is not made in any year, the leave may be accumulated to a maximum of 15 days, provided the service is continuous. Service for the purpose of this sub-clause shall be deemed to commence as from the coming into operation of this agreement, or from the date of the worker's engagement whichever is the earlier.

(c) If the absence from work extends for more than three days, the worker, if required by the employer, shall supply a medical certificate to establish the nature of the sickness.

#### *Payment of Wages*

8. Wages shall be paid at not more than fortnightly intervals in cash on the job, or at the employer's office, or at such other place as may be arranged from time to time, payment to be made in working hours not later than Thursday in any week. In the event of a worker being dismissed, he shall be paid all wages due to him as soon as possible, but not later than the following working day. If payment is delayed beyond the stated time through no fault of the worker, he shall be paid the ordinary rate until such payment is made.

#### *Variation of Duties*

9. Nothing in this agreement shall prevent any worker covered hereby from doing work covered by another award, provided that while so engaged he shall be paid at least the rate which is fixed in such award.

### *Workers Receiving More Than the Minimum*

10. In the case of workers at present employed who are receiving more than the minimum rate provided by the agreement, their wages shall not be reduced by virtue of this agreement.

### *Holidays*

11. (a) Except where otherwise provided the following holidays shall be observed, and when such holidays fall on a working day it shall be paid for: Christmas Day, Boxing Day, New Year's Day, and the day following, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and one other day to be mutually agreed upon, and any day or part of a day in which the Mayor for any reason of local or national importance invites employers to observe as a holiday.

(b) In addition to the above holidays workers covered by this agreement shall be granted two working weeks' annual holiday on full pay after each year of service: Provided that a worker leaving his employment or being dismissed at any time shall be entitled to a holiday or equivalent of pay proportionate to the time he has served.

(c) Where practicable, such holidays shall be given in proximity to the Christmas or Easter holidays, or at such other time as mutually agreed upon.

(d) The provisions of the Factory Act 1946 relating to payment for statutory holidays shall apply to workers coming within the scope of this agreement.

(e) In the event of a holiday other than 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.

(f) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944, except that a worker on the completion of the eleventh and each subsequent year of continuous service with the same employer shall be given three weeks' holiday.

### *Termination of Workers' Employment*

12. (a) The employment of any worker may be terminated by the employer at any time upon giving to such worker notice of such determination as hereinafter mentioned:

- (i) In the case of a worker engaged or paid on an hourly basis, two hours' notice.
- (ii) In the case of a worker engaged or paid at a weekly rate, one week's notice.
- (iii) In the case of a worker engaged or paid at a salary rate, two weeks' notice.

(b) When a worker desires to terminate his employment for any reason other than illness he shall give to his employer or the foreman in charge of the work, notice of his intention to leave, similar to that set out in the preceding subclause.

(c) Nothing herein shall prevent the employer from dismissing any worker without notice for misconduct.

### *General Provisions*

13. (a) Where reasonably necessary, the employer shall provide accommodation to the satisfaction of the Inspector of Awards to enable workers to change and dry their clothes and have their meals.

- (b) Where necessary sanitary accommodation shall be provided.
- (c) Workers shall be allowed 10 minutes to partake of a hot drink morning and afternoon.
- (d) Workers actually operating tar or bitumen sprayers or working on kettles or boilers shall be supplied with boots, overalls and oil.
- (e) Workers spreading chips or gravel on hot bituminous work shall be supplied with overalls and where necessary, boots.
- (f) Where a worker is required by the Invercargill City Council to use a bicycle in connection with his work he shall be provided with same at the employers expense. Where a worker is required by any other employer to use a bicycle in connection with his work he shall be paid an additional 2s. per week.
- (g) Employers shall supply suitable oilskin raincoats to surfacemen when they are required to work in wet weather to clear sumps, culverts, drains or water-tables. Workers using oilskin raincoats shall be held responsible for any loss or damage due to wilful destruction or neglect.

#### *Wet Places and Protective Clothing*

14. (a) Six hours shall be considered a "working day" in all "wet places" and shall be paid for as if the worker had worked a full eight hours.

A "wet place" means: in the case of underground work, where it is necessary for men to wear oilskins.

In the case of work above ground where men are required by the officer in charge to work in rain and they get wet, or where men get wet at their work from causes other than rain.

(b) In the case of work where men are standing in water 2 in. or more in depth.

The intention of the clause is that if workers have been provided by the employer with gumboots and waterproof clothing or both, so that they do not get wet, the job will not be classed as a "wet place".

(b) Employers shall supply gumboots and waterproof clothing where necessary, and a workman working in water is to be paid an allowance of 1s. 11d. per day in addition to his ordinary rates of pay for every working day in which he requires to wear gumboots for not less than four hours in order to keep dry at a "wet place". It does apply to all cases where men are required to work in drains, swamps, or other places so wet or muddy as to require the use of gumboots.

(c) The officer in charge of the job shall be the judge as to whether gumboots are necessary: Provided that should a dispute arise on the question of the matter shall be decided by the chairman of the committee concerned and a representative of the Union.

(d) All gumboots on being relinquished shall be thoroughly cleaned in the employer's time before being re-issued.

#### *Definitions*

15. (a) Nothing in this agreement shall apply to a foreman who does not perform manual work.

(b) A "working ganger" or "leading hand" is a worker who is in charge of three or more workers, or who has been appointed as such.

(c) A "qualified gardener" is a worker who has served an apprenticeship of five years, or who is classed as a qualified gardener by the employer.

(d) A "gardener's assistant" is a worker who, not complying with the definition of a gardener, is required to bed out plants and generally assist gardeners.

(e) A "drainlayer's assistant" is a worker handling pipes, mixing compo, and generally assisting a licensed drainlayer.



*Suburban Work*

16. Workers shall be at the place where the work is to be performed at the time appointed for the commencement of the work, but should such place be beyond one and a half miles from the employer's chief or principal depot in any of the towns covered by this agreement, the workers shall be paid for the time reasonably occupied by them in proceeding to and from such work beyond the one and a half miles, or they shall be conveyed to and from such work at the cost of their employers, but no worker residing less than one and a half miles by a convenient mode of access for foot passengers from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause. All walking time shall be allowed for at the rate of three miles per hour.

*Country Work*

17. (a) "Country Work" means work done by a worker in such locality as to necessitate his sleeping elsewhere than at his genuine place of residence.

(b) Any worker sent to the country to work shall be conveyed by his employer to and from such work free of charge, or his travelling expenses going to and returning from such work shall be paid by his employer, but once only during the continuance of the work if such work is continuous and the worker is not in the meantime recalled by his employer.

(c) Time so occupied in travelling shall count as time worked and shall be paid for at ordinary rates.

(d) Such workers employed upon country work shall be paid an additional sum of 10s. 2d. per working day, but the employer may, in lieu thereof, provide them at his own expense with suitable board and lodging, or when the employer provides satisfactory accommodation 6s. 1d. shall be paid for food allowance for every working day the workers are in camp.

For the purpose of this clause "satisfactory accommodation" shall include the provision of suitable cooking utensils and fireplace or oven, provision for storage of food and of reasonable sanitary conveniences. Workers making use of such accommodation shall keep it clean and take reasonable care of it. If they fail to do so, the employer may employ some other person to do the work and may deduct the cost of such work from any moneys due or accruing to such workers.

(e) Notwithstanding anything elsewhere contained in this clause where men on country work leave camp on Friday night at their own expense, sleep elsewhere and such men have during the day worked on country work, such men shall be paid the usual country allowance for five days, but where a five day week is being worked on country work and the employer conveys the men to work on the first working day and returns them to their usual place of abode on the last day of the working week, not more than four days allowance shall be paid but any time occupied in such travelling to and from the work in excess of 15 minutes each way shall be in the employer's time.

(f) Notwithstanding anything contained therein, an employer may agree with any such worker in writing that in respect of any specified country work the hours of work shall be other than those herein before prescribed: Provided, however, that all time worked outside or in excess of such prescribed hours shall be considered overtime and shall be paid for at the rate of 1s. 7½d. per hour in addition to the ordinary rates.

(g) In the event of any difficulties arising in connection with this clause due to any special circumstances pertaining to the work of any employer, either of the parties may invoke the disputes clause of this agreement for the purpose of arriving at a satisfactory solution.

*First-aid*

18. A properly equipped first-aid emergency kit shall be kept in a convenient and accessible place.

*Disputes Committee*

19. (a) The essence of this agreement being that the work of the employer 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 shall arise in connection with the operation of this agreement, the question in dispute shall be referred to a committee consisting of representatives of the union and of the employer for settlement.

(b) Where such committee cannot agree, the matter in question shall be referred by either party to the Conciliation Commissioner for the District, for a decision. When the Commissioner gives his decision on any matter referred to him, it shall be binding on the parties unless an appeal is lodged. Either party shall have the right to appeal to the Court of Arbitration against any such decision by the Commissioner within 14 days after it has been given.

*Unqualified Preference*

20. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within 14 days after his engagement, or after this clause comes into force; as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of the agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified 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 purposes of this clause "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.

(f) Upon the written request of the secretary of the union, an employer shall supply a list of workers in his employ, but not more often than once in three months.

(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.)

*Under-rate Workers*

21. (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 worker's 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 such 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 period as 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 the employer before employing a worker at such lower wage to examine the permit or agreement by which such wage is fixed.

#### *Application of Agreement*

22. This agreement shall apply to the original parties named herein and shall extend to and bind as subsequent party hereto every trade union, 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 that part of the industrial district to which this agreement relates.

#### *Scope of Agreement*

23. This agreement shall operate throughout that portion of the Otago and Southland Industrial District which is comprised in the former Province of Southland and shall apply to city councils, borough councils, town boards, hospital boards, domain boards, and cemetery trusts, but this agreement shall not apply to harbour boards, county councils, or rabbit boards.

#### *Term of Agreement*

24. This agreement, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 26th day of July 1962, and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof, and this agreement shall continue in force until the 31st day of March 1964.

Signed on behalf of the councils and boards herein—

N. L. WATSON.  
N. J. WILSON.

Signed on behalf of the Southland Labourers and Related Trades Industrial Union of Workers—

[L.S.]

G. W. MAGUIRE.  
L. T. DOWLING.