

WELLINGTON INDUSTRIAL DISTRICT.

(2895.) WELLINGTON GENERAL LABOURERS.—AGREEMENT *RE*
WELLINGTON CITY COUNCIL.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 7th day of October, 1913, between the Wellington General Labourers' Industrial Union of Workers, a duly registered industrial union having its registered office in the City of Wellington (hereinafter called "the union") of the one part, and the Mayor, Councillors, and Citizens of the City of Wellington (hereinafter called "the Corporation") of the other part, witnesseth as follows:—

1. The provisions of this agreement shall be binding on the union and every member thereof and the Corporation.

2. For the purposes of this agreement the words "permanent employee" mean a person employed on the regular staff, and "casual employee" is any other person than a permanent employee.

3. *Hours of Work.*—(a.) A full week's work for permanent employees shall be forty-six hours five minutes. A full week's work for casual employees shall not exceed forty-eight hours. Working-hours shall be between the hours of 7 a.m. and 5 p.m. on five days of the week and 7 a.m. and 12 noon on Saturdays.

(b.) Six hours shall constitute a full day's work when workers are working in foul air in tunnels, and such work shall be paid for as if eight hours had been worked. Parts of days shall be paid for at the same proportionate rate.

(c.) Tunnel-work means any underground excavation over 1 chain in length.

(d.) Tunnels shall be at least 6 ft. by 3 ft. in the clear where circumstances admit.

(e.) 1s. per day extra shall be paid to workers working in wet places, but this provision shall only take effect when a worker is engaged in one place for the greater part of the day, and does not apply to intermittent work in wet places. A "wet place" means a place where a worker has to stand in not less than 2 in. of water, or where water other than rain is dripping upon him.

4. The Corporation shall provide gum boots for all workers engaged in working in sewers or wet places.

5. *Wages.*—Subject to the provisions of paragraph 3 of this agreement, the following shall be the rate of wages paid to workers: Permanent employees, 1s. 1½d. per hour for time worked; casual employees, 1s. 2½d. per hour for time worked.

6. *Overtime.*—All time worked beyond the hours hereinbefore mentioned shall be considered overtime, and shall be paid for at the rate of time and a half.

7. *Holidays.*—The following days shall be observed as holidays: Christmas Day, New Year's Day, Boxing Day, Good Friday, Easter Monday, Labour Day, the Sovereign's birthday. Permanent employees shall be paid for such days at ordinary time without working. Casual employees shall observe such holidays without pay. If either permanent or casual employees are called upon to work on these days they shall be paid at the rate of double time, but permanent employees in such case shall not be paid anything more than double time.

General labourers employed on street cleansing or in collecting refuse shall have the following holidays: Christmas Day, New Year's Day, Boxing Day, Good Friday, Easter Monday, Labour Day, and in addition a holiday of nine consecutive working-days with pay at such time as may be most conveniently arranged by

the City Engineer. These men shall not be entitled to any other holiday whatsoever.

8. *Payment of Wages.*—All wages shall be paid weekly in cash on the job during working-hours. In the event of a worker being dismissed he shall be paid all wages due to him within one hour, and if such payment is not made within one hour he shall be paid for all additional time occupied in waiting for such payment.

9. *Tools.*—The Corporation shall supply workers with all tools necessary for the work upon which they are engaged.

10. *Suburban Work.*—(1.) Permanent employees shall be at the place where their work is to be performed at the hour appointed for the commencement of work.

(2.) (a.) Casual employees shall be at the place where the work is to be performed at the hour appointed for the commencement of work.

(b.) If, however, such place is distant more than two tramway sections from the Courtenay Place tramway waiting-shed workers shall be carried any distance in excess of two sections at the expense of the Corporation to a point on the tramway nearest the place of work, and the Corporation shall also pay such workers for the time occupied in walking from such point on the tramway to the place of work by the nearest route, the time occupied in walking being fixed at the rate of three miles per hour. The Corporation shall in the same way pay workers for the time occupied in walking from the place of work to such nearest tramway point, and in travelling on the tramway to within two sections of Courtenay Place.

11. *Under-rate Workers.*—(a.) Any worker who by reason of old age or physical infirmity 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 such worker after due notice to the union, by the Inspector of Factories, 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 may think fit to consider and after hearing such evidence and arguments as the union and such worker shall offer.

(b.) Whenever occasion arises for so fixing a worker's wage it shall be fixed for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of the said period until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wages again fixed in such manner as is prescribed in this clause: Provided that in the case of any worker 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 may think fit.

(c.) Notwithstanding the preceding provisions of these two preceding subparagraphs, it shall be competent for a worker to agree

with the president or the secretary of the union upon such wages without having the same so fixed.

(d.) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant to the preceding provisions.

(e.) It shall be the duty of the Corporation, before employing an under-rate worker, to examine the permit or agreement by which the under-rate wage is fixed.

12. *Preference.*—(1.) The Corporation when engaging any worker shall ascertain whether such labourer is a member of the union, and if not his engagement shall be subject to his becoming a member forthwith. The union shall notify the Corporation when a worker becomes an unfinancial member. The Corporation shall place no obstacle in the way of the collection of moneys due to the union from members, provided such collection is not made during working-hours.

(2.) The Corporation shall, after receiving notice that an employee has become unfinancial, at the expiration of one calendar month from the date of such notice dismiss such worker unless the worker shall pay his arrears of subscriptions or satisfy the union regarding such arrears.

This agreement shall come into force on the 8th day of October, 1913, and continue in force for two years.

In witness whereof the parties hereto have hereunto set their hands and seals on the day and year above written.

The common seal of the Wellington General Labourers' Industrial Union of Workers was hereto affixed pursuant to a resolution of the union in the presence of—

[L.S.]

FRED STOTT, President.
M. J. REARDON, Secretary.

The common seal of the Mayor, Councillors, and Citizens of the City of Wellington was hereto affixed at the offices of and pursuant to a resolution of the City Council in the presence of—

[L.S.]

JOHN P. LUKE, Mayor.
GEORGE FROST, Councillor.
JNO. R. PALMER, Town Clerk.