

(4527.) NEW PLYMOUTH GENERAL LABOURERS.—AGREEMENT *RE*  
NEW PLYMOUTH BOROUGH COUNCIL.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 19th day of December, 1916, between the New Plymouth General Labourers' Industrial Union of Workers, a duly registered industrial union having its registered office in the Borough of New Plymouth (hereinafter called "the union") of the one part, and the Mayor, Councillors, and Burgesses of the Borough of New Plymouth (hereinafter called "the Corporation") of the other part, whereby it is mutually agreed as follows:—

1. That as between the parties hereto the terms, conditions, stipulations, and provisions contained and as set out in the schedule hereto shall be binding upon the said parties, and the said terms, conditions, stipulations, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this agreement.

2. That the said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

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SCHEDULE.

*Hours of Work*

1. (a.) A full week's work shall consist of forty-seven hours. The ordinary working-hours shall be between 7.30 a.m. and 5 p.m., except on Saturdays, when the hours of work shall be between 7.30 a.m. and 12 noon, the special time for beginning and leaving off work to be fixed by the Corporation.

(b.) When it is necessary to prepare material or work before the ordinary hours of commencing work the Corporation may employ

workers to do such necessary work for not more than half an hour before the ordinary time of commencing work, and in such cases only the ordinary rates of pay shall be paid for the time so worked.

(c.) In tunnel-work the time shall not exceed eight hours per shift, with half an hour for crib-time. In connection with tunnel-work six hours shall constitute a day's work when workers are working in wet places and foul air. A "wet" place shall mean a place where workers have to stand in water over ordinary boot-tops or where water other than rain-water is dripping on them.

(d.) The Corporation is exempt from the provisions of the overtime clause of this agreement as far as it relates to men who are engaged in sweeping and clearing streets, or in removing nightsoil or rubbish, or other work in connection therewith, but such men shall be entitled to overtime rates when the ordinary number of hours fixed for each day have been worked. The special time for beginning and leaving off work to be fixed by the Corporation, and such time need not be between the hours set out in subsection (a) hereof.

#### *Wages.*

2. The following shall be the minimum rate of wages payable to the several classes of workers employed by the Corporation:—

- (a.) All workers engaged in tunnel-work, and all workers sinking shafts over 6 ft. deep in connection with tunnels (and where the air in such tunnels or shafts is foul), 10s. 11d. per shift of *six* hours.
- (b.) All workers engaged in tunnel-work, and all workers sinking shafts over 6 ft. deep in connection with tunnels (and where the air in such tunnels or shafts is not foul), 10s. 11d. per shift of *eight* hours.
- (c.) Concrete-workers, bricklayers' labourers, scaffolders, 1s. 2d. per hour.
- (d.) Workers engaged in spreading metal, 1s. 3d. per hour.
- (e.) Workers working in wet places (including loading boulders from the water), 1s. 4½d. per hour.
- (f.) Workers engaged in laying down tar or tar preparations, 1s. 3d. per hour. (The Council, in addition, providing boots and overalls for this work.)
- (g.) General labourers employed on work not hereinbefore mentioned, and including drainage and sewerage workers, 1s. 2d. per hour.

During the period that the British Empire remains at war and for six months thereafter the whole of the above classes of workers shall be paid an addition of 10 per cent. of the amount of the wages earned by them.

#### *Payment for Time Worked.*

3. In every case the worker shall be paid for the time actually worked at per hour.

*Overtime.*

4. (a.) All time worked outside or in excess of the hours mentioned in clause 1 shall count as overtime, and shall be paid for at the rate of time and a quarter for the first two hours, time and a half thereafter up to 10 p.m., and double time between 10 p.m. and the ordinary time for commencing work next morning if worked continuously.

(b.) Workmen required to commence work between the hours of 6 a.m. and the ordinary time of commencing work shall be paid at the rate of time and a quarter for such time.

*Holidays.*

5. The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, and Boxing Day. Work done on Sunday, Good Friday, and Christmas Day shall be paid for at the rate of double time. Work done on other holidays shall be paid for at the rate of time and a half.

*Youths.*

6. (a.) Youths may be employed at not less than the following rates of wages: Up to seventeen years of age, 18s. per week; up to eighteen years of age, £1 2s. per week; up to nineteen years of age, £1 6s. per week; up to twenty years of age, £1 10s. per week; up to twenty-one years of age, £1 16s. per week.

(b.) The proportion of youths shall not be more than one to every five or fraction of five men employed.

*Suburban Work.*

7. Workers employed shall be at the place where the work is to be performed at the time appointed for the commencement of work, and any workers engaged to perform work more than two miles from the Chief Post-office shall be paid for the time reasonably occupied by them in walking to and from such work beyond two miles, or they may be conveyed to and from such work at the cost of the Corporation; but no worker residing less than two 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 time walked shall be allowed for at the rate of four miles per hour.

*Tools.*

8. All tools shall be supplied by the Corporation.

*Under-rate Workers.*

9. (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 such worker after due notice to the union, by the local 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 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 fourteen 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 with the president or the 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 Factories of every agreement made with a worker pursuant hereto.

(e.) It shall be the duty of the Corporation, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

#### *Payment of Wages.*

10. All wages to be paid weekly or fortnightly, and not more than two days' wages to be kept in hand by the Corporation. If men are called upon to come to the office to receive their wages they shall do so in the Corporation's time, or be paid for such time taken in going to the office. In the event of a worker being dismissed he shall receive all wages due to him the same day, or be paid for all time taken in waiting for a final settlement.

#### *Preference.*

11. (a.) So long as the rules of the union shall permit any person of good character and sober habits who is or has been working as a general labourer, upon payment of an entrance fee not exceeding 5s. and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon written application to the secretary of the union stating his desire to join the union, without ballot or other election, to become and remain a member thereof, the Corporation shall employ members of the union in preference to non-members, provided that there are members of the union equally competent with non-members to perform the particular work required to be done, and the Corporation shall know of such members and shall be able to obtain their service without any undue delay.

(b.) Nothing herein contained shall prevent the continued employment of workers now in the employment of the Corporation although such workers may not be or become members of the union.

(c.) Where members of the union and non-members are employed together they shall work together in harmony, and there shall be no discrimination between members and non-members.

(d.) The Corporation shall not discriminate against unionists in the engagement or dismissal of its men, nor in the conduct of its business do anything for the purpose of injuring the union either directly or indirectly.

#### *Strikes.*

12. (a.) The union shall do all in its power to prevent any strike by any of the workers affected by this agreement, and if any strike shall occur in which any members of the union shall take part such strike shall be *prima facie* evidence that the union has committed a breach of its duty hereunder.

(b.) If any strike by any of the workers affected by this agreement shall occur in which any members of the union shall take part, then the operation of all the provisions contained in the foregoing clauses of this agreement shall be suspended, and in lieu thereof the following provisions shall come into force, and shall remain in force until the granting of an order by the Court under subsection (c) hereof: The hours of work, wages, and other conditions of work for all workers coming within the scope of this agreement shall be fixed by agreement between the Corporation and the individual workers employed.

(c.) Any party bound by this agreement may apply to the Court for an order under this clause declaring that a strike has taken place, or bringing into force again after a strike has taken place the provisions contained in the foregoing clauses of this agreement.

#### *Scope of Agreement.*

13. (a.) Paragraph 4, relating to payment of overtime, shall not apply where workers are employed by the Corporation on a weekly or longer period agreement, but such workers shall be paid for overtime at not less than the minimum rate of wages fixed by paragraph 2.

(b.) The only clauses in this agreement which shall apply to the employment of drivers by the Corporation shall be those contained in paragraphs 14 and 15 hereof, and nothing in this agreement shall be construed to make any other clause apply to such drivers.

#### *Drivers.*

14. A full week's work for drivers shall consist of 56½ hours per week. The special time for beginning and leaving off work shall be fixed by the Corporation, but such drivers shall be entitled to overtime rates when the ordinary number of hours fixed for each day have been worked. The minimum rate of wages payable to drivers, irrespective of number of horses, shall be £3 5s. per week (which sum includes the war bonus of 10 per cent). A driver employed on a water-cart after 12.30 p.m. on Saturdays shall be paid 1s. 2d. for each hour so employed, plus a bonus of 10 per

cent. during the period that the British Empire remains at war. Drivers shall load and unload, or when assistance is provided help to load or unload, their drays. Drivers shall maintain an average rate of speed when travelling of three miles per hour. Drivers will be under the control of the Borough Engineer or his deputy, and will if required on occasions when for any reason it is not deemed advisable by the Engineer to work the horses do such other work within the hours fixed by this agreement as the Borough Engineer may desire. In the event of any driver taking time off a reduction shall be made from his wages in proportion to such time off.

*Term of Agreement.*

15. This agreement shall be deemed to have come into force on the 3rd day of October, 1916, and shall remain in force until the 3rd day of October, 1918, and thereafter shall continue in force until superseded by another agreement or award.

In witness whereof the said parties have hereunto caused their common seals to be affixed the day and year first hereinbefore written.

[SEAL.]

L. MCL. MONTEATH.  
A. H. JOHNSTONE.

Sealed with the common seal of the Mayor, Councillors, and Burgesses of the Borough of New Plymouth, and signed by two members of the Council of the said borough in the presence of—  
A. C. Wheatley, accountant, New Plymouth.

[SEAL.]

A. CATHRO, President.  
C. FORD, Secretary.

Sealed with the common seal of the New Plymouth General Labourers' Industrial Union of Workers, and signed by the president and secretary of the said union in the presence of—  
W. Ambury, draper, New Plymouth.