

(4779.) GISBORNE GENERAL LABOURERS.—AGREEMENT *RE*
GISBORNE BOROUGH COUNCIL.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 23rd day of October, 1917, between the Mayor, Councillors, and Burgesses of the Borough of Gisborne (herein called "the Corporation") of the one part, and the Poverty Bay and East Coast Builders, Contractors, and General Labourers' Industrial Union of Workers (herein called "the union") of the other part, witnesseth as follows:—

1. The Corporation shall be exempt from any award of the Arbitration Court during the currency of this agreement.

2. This agreement shall not be used as a basis for demands before the Conciliation Board or the Arbitration Court in connection with the citation of other employers.

3. This agreement shall be operative on all classes of labour except such labour as is employed weekly from time to time during the currency hereof.

Hours of Work

4. The actual working-time per week shall not exceed forty-eight hours—eight and three-quarter hours for four days in week, eight and a half hours on one day, and four and a half hours on Saturday. Work shall commence not earlier than 7.30 a.m. and shall cease at 5 p.m., except on Saturday, when work shall cease at noon.

Rates of Wages.

5. The minimum rate of wage shall be 1s. 3d. for all hours worked, except when the overtime worked in one day exceeds three hours, after which time and a half shall be paid; except owing to flood or when men are called out at night, in which case it shall be considered overtime, and shall be paid at the rate of time and a quarter for the first two hours, time and a half for the next two hours, and double time thereafter. Men in charge of gangs to be paid at the rate of 1s. 4½d. per hour. Men engaged in tarring work to be paid at the rate of 1s. 4½d. per hour when so engaged.

So long as the British Empire remains in a state of war with Germany or Austria or either of them, and for three months after the cessation of such war, there shall be paid to all workers coming within the scope of this award, in addition to the rates mentioned in clause 5 hereof, a war bonus of 2d. per hour upon the said rates.

Notwithstanding the foregoing clause the said war bonus may at any time during the currency of the award be continued either wholly or partially, or may be increased or terminated as the Court, on the application of any party to the award or of its own motion, may determine.

Payment of Time Workers.

6. In every case a worker shall be paid for time actually worked at per hour.

Overtime: All time worked beyond the hours hereinbefore mentioned shall be considered overtime, and shall be paid for at the rate above mentioned.

Holidays.

7. The following shall be recognized as holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, Show Day, and Boxing Day.

Work done on any of the above-named holidays or on Sundays shall be paid for at double rate, but if no work is done on any such days no payment shall be claimed.

Under-rate Workers.

8. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award 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 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 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 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 may think fit.

(c.) Notwithstanding the foregoing it shall be competent for a worker to agree 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 Factories 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.

Quarry-work.

9. Quarrymen are exempt from the conditions of this agreement.

Tools.

10. All tools shall be supplied by the Corporation. Gum boots of the best quality obtainable to be supplied by the Corporation to those workers working in water.

Preference.

11. (a.) The Corporation shall have power to engage any worker although such worker shall not be a member of the union, but such worker shall become and remain a member of the union within fourteen days after his engagement, failing which the Corporation shall dismiss such worker from its service if required to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The foregoing provision will operate only if and so long as the rules of the union permit any person of good character and sober habits who is or has been working as a general labourer to become and remain a member of the union upon payment of an entrance fee not exceeding 5s. and of subsequent contributions not exceeding 6d. per week.

This agreement shall come into operation on the 23rd day of October, 1917, and shall be binding until the 23rd day of October, 1919, or until the cessation of the war and for six months thereafter, whichever shall first happen.

In witness whereof the parties have executed these presents.

The seal of the Mayor, Councillors, and Burgesses of the Borough of Gisborne was hereunto fixed this 23rd day of October, 1917, in the presence of—

[SEAL.]

W. G. SHERRATT, Mayor.

H. MILLER, Councillor.

R. D. B. ROBINSON, Town Clerk.

The seal of the Poverty Bay and East Coast Builders, Contractors, and General Labourers' Industrial Union of Workers was hereunto fixed this 23rd day of October, 1917, in the presence of—

[SEAL.]

D. W. COLEMAN, Secretary.

A. H. WAKEFORD, Member.

C. F. HUMPHREYS, Member.

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.