

(5487.) WAIHI BOROUGH COUNCIL EMPLOYEES.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 2nd day of October, 1919, between the Waihi Borough Council and the Waihi Borough Labourers' Industrial Union of Workers.

SCHEDULE.

Hours of Labour.

1. (a.) The working-time per week shall not exceed forty-five hours if not otherwise specified, exclusive of crib-time.

(b.) The working-time per day shall not exceed eight hours and a quarter for the first five days of the week, and three hours and three-quarters on Saturday.

(c.) Work shall commence not earlier than 8 a.m. and shall cease at 5 p.m. Three-quarters of an hour shall be allowed for dinner, except on Saturdays, when work shall cease at 11.45 a.m.

(d.) In case of shifts being worked and for special work each shift shall not exceed eight hours in every twenty-four, inclusive of one half-hour for meals, and all time worked beyond the eight hours shall be paid for at overtime rates.

(e.) The hours at present worked at the gasworks shall continue.

Wet Places.

2. Six hours shall constitute a day's work where workers are working in wet places or foul air, and shall be paid for as if the workers had worked eight hours. A "wet place" shall mean a place where workers are standing in water 3 in. or more in depth or where water (other than rain-water) is dripping on them; but if the employer shall provide the workers with overalls or gum boots, or both, the place shall not be deemed a "wet place."

Rate of Wages.

3. (a.) The following rates of wages shall be paid to the several classes of workers:—

General labourers and quarrymen—1s. 5³/₄d. per hour, 11s. per day, £3 6s. per week.

Crusher-feeders—1s. 5³/₄d. per hour, 11s. per day, £3 6s. per week.

Gasfitters and plumbers (licensed)—1s. 7¹/₂d. plus 2¹/₂d. war bonus = 1s. 10d. per day, £4 0s. 8d. per week.

Gasfitters and plumbers (not licensed)—1s. 6¹/₂d. plus 2¹/₂d. war bonus = 1s. 9d. per day, £3 17s. per week.

Men on gas mains and connections—1s. 6¹/₂d. plus 2¹/₂d. war bonus = 1s. 9d. per day, £3 17s. per week.

(b.) The present rates of wages being paid at the sanitary farm shall continue.

(c.) Men working with tar or tarring and sanding shall receive a bonus of 1s. per day.

(d.) Men working at the Walmsley Creek quarry and at the borough dams shall receive a bonus of one hour per day.

(e.) Gangers to be paid 1s. per day more than the men over whom they are placed in charge.

(f.) Any worker taken from his usual work and sent to work for which a higher rate is paid shall receive the higher rate, but in no case shall he be paid less than his usual rate.

Overtime.

4. Overtime shall be paid at the following rates: For the first two hours after or before the usual shift hours, at the rate of time and a quarter; for the next succeeding or preceding four hours, at the rate of time and a half; for all remaining time double-time rates shall be paid except when done as part of a week's work or shift.

Holidays.

5. (a.) The recognized holidays shall be New Year's Day, 29th January, Union Day (17th March), Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day, and no deduction from the wages shall be made in respect of such holidays.

(b.) It shall be competent for any worker working at the sanitary farm or works at the gasworks who cannot take their holidays as they become due to arrange with his employer that, in lieu of serving the above-mentioned holidays as they fall due, such holidays may be allowed to accumulate and may be taken at such times as may be mutually arranged.

Tools and Accessories.

6. All tools shall be provided by the Council, but each employee shall sign for any tools served out to him, and shall return the same when required to do so or pay for them.

Payment of Wages.

7. Wages shall be paid fortnightly as in the past.

Preference.

8. (a.) The Council shall not retain in employment after fourteen days' notice any employee coming within the scope of this agreement who shall not become and remain a member of the union during the term of his employment.

(b.) The provisions of the foregoing clause shall be operative only if and so long as the rules of the union shall permit any worker coming within the scope of this agreement of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

(c.) No official of the Council shall be a member of the union.

Matters not provided for.

9. Any dispute in connection with any matter not provided for in this agreement shall be settled between the Council and the executive of the union, and in default of an agreement being arrived at then such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party dissatisfied with the decision of the Conciliation Commissioner may appeal to the Court, upon giving notice in writing of such appeal to the other party, within seven days after such decision shall have been communicated to the party desiring the appeal.

10. The Council and the union may set the status of employees.

Term of Agreement.

11. The term of the agreement shall be for the year beginning on the 12th day of June, 1919, terminating on the 11th day of June, 1920.

Dated this 4th day of October, 1919.

The common seal of the Mayor, Councillors, and Burgesses of the Borough of Waihi was hereto affixed by order of the Council this day of June in the presence of—

DAWSON DONALDSON, Mayor.
ARTHUR PARRY, Councillor.
HERBERT A. PIPE, Councillor.
J. J. RITCHIE, Town Clerk.

[SEAL.]

Signed on behalf of the Waihi Labourers' Union—

DAVID JOHNSTON, President.
JAMES TRACEY, Vice-President.
HARRY CARTER, Secretary.

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.