

## NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

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### (7001.) AUCKLAND BUILDERS', GENERAL, AND OTHER LABOURERS. — INDUSTRIAL AGREEMENT WITH AUCKLAND CITY COUNCIL *RE* NIHOTUPU DAM CONTRACT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 2nd day of August, 1921, between the Auckland Builders', General, and other Labourers' Industrial Union of Workers (hereinafter called "the union") of the one part, and the Auckland City Council (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the parties as follows, that is to say:—

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

2. 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.

## SCHEDULE.

*Hours of Work.*

1. The actual working-time per fortnight shall not exceed ninety-six hours. The actual working-time per day shall not exceed nine hours; one hour to be allowed for dinner each day, between the hours of 12 noon and 1 p.m. Work shall commence not earlier than 7.30 a.m. and cease not later than 5.30 p.m. each working-day.

*Rates of Wages.*

2. (a.) Wages of all classes of labourers shall be not less than 2s. per hour. The present rate of wages, if any paid in excess of the above rates, shall be maintained.

(b.) In addition to the rates prescribed in this clause, there shall be paid to such workers a bonus of 3d. per hour unless and until the Court shall otherwise order, or be agreed upon by both parties.

*Overtime.*

3. All time worked beyond the hours above mentioned shall be considered overtime, and shall be paid for at the rate of time and a half for the first two hours, and double time thereafter on the above rates.

*Holidays.*

4. All work done on Sundays, Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, King's Birthday, Anniversary Day, and Labour Day shall be paid for at double rates.

*Travelling-time.*

5. Travelling-time shall be allowed all workers who are employed more than one mile and a half from the employers' cookhouse on the works at ordinary rates.

*Payment of Wages.*

6. Wages shall be paid at the cookhouse not later than Friday of each fortnight.

*Preference.*

7. All labourers engaged must within seven days of their engagement become and remain financial members of the union.\*

*Tools.*

8. All tools shall be provided by the employer.

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\* This clause is *ultra vires*, and therefore unenforceable. (See *Magner v. Gohns*, Book of Awards, Vol. xvii, p. 1006.)

*Accidents.*

9. A modern first-aid emergency kit, fully equipped, shall be kept in a convenient and accessible place on the works.

*Accommodation.*

10. The above-mentioned wages shall apply only so long as board and lodging are provided by the employer at not more than £1 per week, or 1s. for each meal. In the event of board and lodging, or either of them, being increased, a corresponding increase of wages shall be added to the rates mentioned in clause 2 hereof.

Mattresses shall be provided by the employer, and proper living-accommodations. The employer shall be responsible for keeping the place clean, and shall supply suitable sanitary conveniences for the use of the men.

*Wet Places.*

11. Six hours shall constitute a day's work in tunnel-work where workers are working in wet places or foul air, and shall be paid for as if the worker had worked nine hours.

A "wet place" shall mean a place where workers are standing in water 3 in. or over in depth, or where 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.

*Scope of Agreement.*

12. This agreement shall apply only to the Nihotupu Dam works.

*Term of Agreement.*

13. This agreement shall come into force on the 1st day of July, 1921, and shall continue in force until the 30th day of June, 1922.

In witness whereof the parties hereto have executed these presents the day and year first before written.

AUCKLAND BUILDERS', GENERAL, AND OTHER  
LABOURERS' INDUSTRIAL UNION OF  
WORKERS :

ANDY O'NEILL, Secretary.

For the Auckland City Council—

GEO. BAILDON, Chairman, Works Committee.  
W. E. BUSH, City Engineer.

Witness to the above signatures—T. Harle Giles, Commissioner.

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.