

(7696.) WELLINGTON GENERAL LABOURERS.—INDUSTRIAL AGREEMENT WITH WELLINGTON CITY COUNCIL.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 22nd day of December, 1923, between the Wellington Builders' and 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" means a person employed on the regular staff; and "casual employee" is any other person than a permanent employee.

Hours of Work.

3. (a.) A full week's work for employees shall be forty-five hours fifteen minutes. Working-hours shall be between the hours of 7 a.m. and 5 p.m. on five day 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 permit.

(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. Subject to the provisions of paragraph 3 of this agreement, the following shall be the rate of wages paid to workers: Permanent employees, 1s. 9 $\frac{3}{4}$ d. per hour for time worked; casual employees, 1s. 10 $\frac{3}{4}$ d. per hour for time worked. Casual employees shall not be paid for holidays.

Overtime.

6. (1.) All times worked beyond the times hereinbefore mentioned shall be considered overtime, and shall be paid for at the following rates: For the first three hours, at the rate of time and a half; beyond that time, at the rate of double time. In the computation of overtime each day shall stand by itself. The provisions of this paragraph shall not apply to employees engaged in stable-work or lighting lamps, or to men engaged as watchmen.

(2.) *Sunday Work.*—For all work done on Sundays, whatever hours are worked, payments shall be made at the rate of double time, except in cases of men working on shifts who are not required to work more than six shifts per week, in which cases the previous provisions as to payments shall apply.

Holidays.

7. (1.) 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 times 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 cases shall not be paid anything more than double time.

(2.) Permanent employees who have been engaged for at least one year shall be entitled to one week's leave of absence annually, at times to be approved by the City Engineer.

(3.) 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.

Payment of Wages.

8. 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.

Tools.

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

Suburban Work.

10. (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.

(3.) No permanent employee shall have a claim for travelling-allowance whilst in the district to which he is permanently attached.

Under-rate Workers.

11. (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 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 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.

Preference.

12. (a.) If the Corporation shall hereafter engage any worker coming within the scope of this agreement, who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, the Corporation shall dismiss such worker from its service if requested 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 provisions of the foregoing clause shall operate 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 a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

(c.) When the Corporation engages any worker who is not a member of the union the Corporation shall within three days notify the secretary of the union of such engagement.

This agreement shall come into force on the 1st day of April, 1923, and continue in force for one year.

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 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:—

[SEAL.]

R. A. WRIGHT, Mayor.
W. J. THOMPSON, Councillor.
JNO. R. PALMER, Town Clerk.

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

[SEAL.]

H. HANTON, President.
J. M. CAMPBELL, 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.