

(8143.) WAIHI BOROUGH COUNCIL EMPLOYEES.—INDUSTRIAL AGREEMENT.

Saturday, the 18th day of April, 1925.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, between the Waihi Borough Employees' Industrial Union of Workers (hereinafter called "the union") of the one part, and the Waihi Borough Council (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the parties hereto 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.

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

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SCHEDULE.

*Hours of Work.*

1. (a.) Unless otherwise specified, forty-four hours shall constitute a week's work, exclusive of crib-time.

(b.) The ordinary working-hours shall not exceed eight on five days of the week and four on the day of the weekly half-holiday.

(c.) Work shall commence not earlier than 8 a.m. and shall cease at 5 p.m. One hour shall be allowed for crib, except on Saturdays, when work shall cease at 12 noon.

(d.) Notwithstanding clause (c) hereof, during the months of April to September inclusive the crib-time shall not exceed half an hour per day, and during the period mentioned work shall cease at 4.30 p.m. instead of 5 p.m. In the case of shifts being worked 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.) On the recognized pay-day of the Waihi Borough Council employees will be allowed to cease work one half-hour earlier than the hour above specified, in order to proceed to the Borough Council office for their respective pay.

#### *Wages.*

2. The following shall be the minimum rate of wages :—

General labourers, 1s. 11½d. per hour.

Quarrymen, 2s. 3d. per hour.

Crusher-feeder, 2s. 3d. per hour.

Gas stokers, 16s. per shift, with time and a half on Sundays.

Workers employed grave-digging, 2s. per hour.

Sanitary-cart drivers, £6 per week.

Lorry-drivers shall be paid the rates provided in the Dominion Drivers' award.

#### *Overtime.*

3. Any time worked in excess of the hours mentioned in clause 1 hereof (exclusive of sanitary-cart drivers) shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

Gas stokers working on Christmas Day, New Year's Day, Good Friday, and Labour Day shall be entitled to receive one extra day's pay in addition to the ordinary rate.

#### *Holidays.*

4. The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Labour Day, Boxing Day, St. Patrick's Day, and the birthday of the reigning Sovereign; and no deduction shall be made from wages in respect of such holidays: Provided that no worker shall be paid holiday pay until he has had three months' continuous service with the Council.

It shall be competent for any worker to arrange with the employer that in lieu of observing the above-mentioned holidays as they fall due such holidays may be allowed to accumulate and may be taken at such other times as shall be mutually arranged.

When work is required to be performed on Sundays or any of the aforementioned holidays such work shall be paid for at the rate of one extra day's pay in addition to the ordinary rate of wages.

*Travelling-time.*

5. When workers are required to work outside the Borough boundary or farther north than the boundaries of Section 1014 in the Borough of Waihi, they shall travel or be conveyed in the employer's time and at its expense.

*Wet Places.*

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

*Tar-workers.*

7. Workers employed distilling tar, filling tar-barrels, or tarring and sanding work shall be paid 1s. 6d. per day in addition to the ordinary rates.

When workers are to be engaged on tar-work as above specified they shall be entitled to notice of such work on the previous day: Provided that this clause shall not apply to workers who are engaged continuously on tar-work.

*Annual Holiday.*

8. Gas stokers shall be entitled to receive twelve working-days' holiday on full pay in each complete twelve months worked, and at a time to be mutually arranged between the worker and the manager of the gas-workers.

*Tools and Accessories.*

9. All tools shall be provided by the Council, but each employee shall sign for any tool or tools served out to him, and shall return the same when required to do so or pay for them (fair wear-and-tear excepted).

*Preference.*

10. (a.) The Council shall not retain in employment after fourteen days' notice any worker coming within the scope of this award who shall not become and remain a member of the Waihi Borough Labourers' 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 permit of any worker who comes within the scope of this award, and who is of good character and sober habits, becoming a member of the union on payment of an entrance fee not exceeding 5s., upon a written application, and without ballot or other election, and to continue being a member upon payment of subsequent contributions not exceeding 6d. per week.

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

(d.) The caretaker and roadman appointed by the Council at the Waihi Beach shall not be required to be a member of the union.

*Matters not provided for.*

11. Any dispute in connection with any matter not provided for in this award shall be settled between the Council and the executive of the union, and in default of an agreement being arrived at then each dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court of Arbitration. 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 to appeal.

*Term.*

12. The term of this agreement shall be for a period of twelve months as from the 1st day of April, 1925.

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

[SEAL.]

W. M. WALLNUTT, Mayor.  
 STEWART H. WALMSLEY, Councillor.  
 H. B. DALE, Councillor.  
 J. J. RITCHIE, Town Clerk.

8th April, 1925.

The common seal of the Waihi Borough Labourers' Industrial Union of Workers was hereto affixed by order of the union and in its presence and in the presence of—

[SEAL.]

J. R. MARTINSEN, President.  
 JAS. GRACEY, Vice-President.  
 ROBT. SAML. FLEMMING, 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.