

(10541.) NORTH CANTERBURY LOCAL BODIES' LABOURERS.—
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 20th day of September, 1933, between the Canterbury Builders' and General Labourers', Quarry Workers', and Wool and Grain Stores' Employees' Industrial Union of Workers (hereinafter called "the union"), of the one part, and the employers whose names are set out and enumerated in the Schedule B hereto (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the parties hereto as follows :—

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

2. This agreement shall come into force on the 1st day of October, 1933.

SCHEDULE A.

1. The ordinary week's work shall not exceed eight hours per day on five days of the week and four hours on Saturday: Provided that any Council and its employees may agree to work a full day instead of a half-day on alternate Saturdays, and where such agreements exist one full day shall be allowed off in each fortnight, and not more than eighty-eight hours shall be worked in such period without payment of overtime.

The daily working-hours shall be fixed by each Council according to its special requirements. Any alterations from these hours once decided on shall be notified to the union.

Men engaged on street-cleaning, channel-work, and sanitary work may start work at such hour as may be deemed necessary, provided that they do not exceed the maximum daily hours provided in the first paragraph hereof.

Wages.

2. The minimum hourly rate of wages for labourers shall be not less than 1s. 11d. less 10 per cent.

Overtime.

3. All time worked beyond the hours prescribed in clause 1 hereof shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first three hours and time and a half thereafter.

Holidays.

4. (a) The following shall be the recognized holidays, and no deductions shall be made from wages in respect of such holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Show Day, Christmas Day, and Boxing Day.

(b) Double time shall be paid for Sundays, Anzac Day, or any of the holidays mentioned in subclause (a) hereof: Provided that for all days mentioned in this clause, other than Sundays, "double time" shall mean ordinary time in addition to the usual wage.

First-aid Outfit.

5. A modern first-aid emergency case fully equipped shall be kept in a convenient and accessible place.

Termination of Engagement.

6. Except in the case of misconduct when dismissal may be summary, a day's notice of dismissal or of resignation shall be given by the employer or the employee respectively.

Preference.

7. (a) If any employer 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 seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union : Provided there is then a member of the union equally ready and willing to undertake the same.

The provisions of this clause relating to the dismissal of workers shall apply with equal effect to any worker coming within the scope of this award engaged since the 23rd day of November, 1925, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) The provisions of this 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 and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear without reasonable excuse in his contributions to the union : Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with the contributions, and £1 for misconduct at a meeting of the union.

(c) If requested by the secretary of the union, and then at intervals of not less than one month, any Council party hereto shall supply to the secretary of the union a list of men at the time in the employ of the Council.

Under-rate Workers.

8. (a) Any worker who 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 local 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 person may 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 shall 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.

Term of Agreement.

9. This agreement shall come into force on the 1st day of October, 1933, and shall continue in force until the 30th day of September, 1934.

SCHEDULE B.

Heathcote County Council.

Paparua County Council.

Waimairi County Council.

Lyttelton Borough Council.

Riccarton Borough Council.

Sumner Borough Council.

Canterbury Builders' and General Labourers', Quarry Workers', and Wool and Grain Stores' Employees' Industrial Union of Workers.

For Heathcote County Council—

C. FLAVELL, Chairman.

J. P. E. VEALE, County Clerk and Treasurer.

For Sumner Borough Council—

H. W. HARRIS.

For Lyttelton Borough Council—

F. HOBBS, Town Clerk.

For Riccarton Borough Council—

R. SARJEANT, Town Clerk.

For Paparua County Council—

GEO. MAGINNESS, County Treasurer.

For Waimairi County Council—

[SEAL.]

GEORGE S. COWPER, County Clerk.

For Canterbury Builders' and General Labourers', Quarry Workers', and Wool and Grain Store Employees Industrial Union of Workers—

[SEAL.]

H. WORRALL, Secretary.