

(10669.) WAIHI BOROUGH EMPLOYEES.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and of section 5 of the Industrial Conciliation and Arbitration Act, 1932, this 15th day of September, 1934, embodies in the schedule hereto the terms of the settlement arrived at in the course of an inquiry held at Waihi between the Waihi Borough Council (hereinafter called "the employers") of the one part, and the Waihi Borough Labourers' Industrial Union of Workers (hereinafter called "the union") of the other part, whereby it was 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 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.

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

SCHEDULE.

Hours of Work.

1. (a) Subject to the following conditions, forty hours shall constitute an ordinary week's work exclusive of crib-time.

(b) The ordinary working-hours shall not exceed eight hours per day, to be worked Monday to Friday inclusive.

(c) Should a worker be unable on account of wet weather to work the forty hours during the period mentioned in subclause (b), he may make up the time, so lost on any Saturday morning mutually agreed upon by the parties.

(d) Should the Borough Engineer require any worker or workers to complete or continue any work of an urgent or exceptional nature that cannot be undertaken during the ordinary working-hours, then and in such case the worker or workers shall perform such work during a Saturday morning, and such work shall be paid for at ordinary rates of pay.

(e) The ordinary time for commencing work shall not be earlier than 8 a.m. and shall cease at 4.30 p.m.

(f) When work is required to be done on Saturdays as provided in subclause (d), such work shall commence at 8 a.m. and shall cease at noon.

(g) 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 in excess of eight hours on any shift shall be paid at overtime rates.

Wages.

2. The following shall be the minimum rates of wages: General labourers, 2s. per hour; quarrymen, 2s. 3d. per hour; crusher-feeder, 2s. 3d. per hour; man trucking stone from crusher dump to crusher, 2s. 3d. per hour; the question of when the trucker is to be paid 2s. 3d. per hour is to be left entirely to the discretion of the Borough Engineer or the person for the time being in charge of outdoor works; gas-stokers, 16s. per shift, with time and a half on Sundays; workers employed grave-digging, 2s. per hour; sanitary-cart drivers and/or men employed collecting and disposing of nightsoil, other than those employed at Waihi Beach, £6 per week; men engaged on similar work at Waihi Beach from the 1st day of December to the 30th day of April, £1 per shift; and from the 1st day of May to the 30th day of November, 2s. 6d. per hour, with a minimum of 10s. per shift; drivers of motor-lorries to be paid at the rate of £4 6s. 8d. per week of forty hours, with overtime as laid down in clause 3 of this agreement, and no deductions shall be made from such wages for any cause save for time lost through the worker's own default, accident, or sickness; in all other respects the lorry-drivers shall be bound by the terms of this agreement, and, in addition, the employers shall have the right to put the drivers to any other class of work when not actually employed as drivers; drivers are to service their vehicles (tires excepted) in their own time without payment.

Payment of Wages.

3. On the recognized pay-day of the Waihi Borough Council the workers shall be paid the wages due to them on the job where they are employed.

Overtime.

4. 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. Anzac Day being in all respects a Sunday, gasworks stokers shall be entitled to time and a half for time worked on that day.

Holidays.

5. (a) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Sunday, 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 since his last engagement 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 may be mutually arranged. When the 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 day's extra pay in addition to the ordinary rate of wages.

(b) Should any of the above-mentioned holidays other than Easter Saturday fall upon a Saturday, then and in such case the workers shall be paid a full day's wages for such day. Easter Saturday shall be paid for as one half-day.

Travelling-time.

6. When workers are required to work more than two miles from the Borough Chambers they shall travel or be conveyed in the employer's time and at its expense.

Wet Places.

7. Six hours shall constitute a day's work in wet places, and shall be paid for as if the worker 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. The Borough Engineer shall have authority to decide when the weather is too wet for men to work. Men are to be paid for one hour's work if they turn up for work in the mornings and are not allowed to commence on account of the foregoing sentence.

Tar-workers.

8. Workers employed distilling tar, filling tar-barrels, or tarring and sanding work where hot tar is used shall be paid 1s. 6d. per day or part of a day in addition to the ordinary rates. Men who are

employed in spraying tar, operating the tar-sprayer, or engaged in carting tar to the tar-sprayer shall be paid 2s. 6d. per day or per part of a day in addition to the ordinary rates. Such men shall also be provided with boots, gloves, overalls, and goggles while employed on this class of work.

Annual Holidays.

9. 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 gasworks.

Tools and Accessories.

10. 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.

11. (a) The Council shall not retain in employment after fourteen days' notice any worker coming within the scope of this agreement 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 subclause shall be operative only if and so long as the rules of the union permit any worker who comes within the scope of this agreement, 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 £1 per annum.

(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.

12. 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 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 the appeal.

Term.

13. The term of this agreement shall be for a period of twelve months as from the 15th day of September, 1934.

In witness whereof the assessors appointed for the hearing and settlement of the said dispute have hereunder signed their names pursuant to the said section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, the day and year first before written.

Signed by the assessors appointed on behalf of the applicants—

W. M. WALLNUTT, Mayor.

JOHN J. CALLAGHAN, Councillor.

A. E. ROBINSON, Councillor.

E. C. WESTBURY, Town Clerk.

[SEAL.]

Signed by the assessors appointed on behalf of the respondents—

R. C. SAUNDERS, President.

S. L. SHERGOLD, Vice-President.

F. R. INGLIS, Secretary.

[SEAL.]