

(11188.) WELLINGTON INDUSTRIAL DISTRICT **ROOFING-TILERS,
ROOFERS, AND FIXED-FLOORING LAYERS.**—INDUSTRIAL
AGREEMENT.

THIS industrial agreement is made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 31st day of August, 1936, between the Wellington Labourers' and Related Trades Industrial Union of Workers (hereinafter called "the union"), of the one part, and Francis Holmes, Ltd., J. A. Redpath and Sons, Ltd., and other employers whose signatures are appended hereto engaged in the roof-tiling, fibrous roofing, and fixed-floor laying in the Wellington Industrial District (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 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. This agreement shall continue in force from the day of the date hereof, and thereafter continue in force until superseded by another agreement or by an award made under the provisions of the said Act.

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

SCHEDULE.

Hours of Work.

1. The hours of work shall be forty weekly, eight hours daily, between the hours of 7.30 a.m. and 5 p.m. on five days of the week from Monday to Friday inclusive.

Wages.

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

- (a) Tilers, fixed-flooring layers, fibrous or bituminous roofers or floor-layers, 2s. 8d. per hour.
- (b) Improving tilers, improving fixed-floor layers, improving fibrous or bituminous roofers or improving floor-layers, 2s. 3d.
- (c) Labourers shall be paid in accordance with the rates prescribed in the Builders, Contractors, and General Labourers' award.

Overtime.

3. All work done outside of or in excess of clause 1 hereof shall be considered overtime, and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Meal-times.

4. (a) No worker shall work for a longer period than five hours without a break of at least forty-five minutes for a meal.

(b) Where workers are called upon to work overtime on any day, and have not been notified by the employer on the previous day that they are required to work such overtime, the sum of 1s. 6d. shall be allowed to such workers for meal-money.

Statutory Holidays.

5. The following holidays shall be observed and paid for as if worked: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday. Should any worker be required to work on these days he shall be paid double time additional to the day's wages.

Termination of Engagement.

6. The employer shall give a worker one day's notice or one day's pay in lieu thereof prior to his dismissal. Any worker about to leave his employment shall give his employer one day's notice or forfeit in lieu thereof one day's pay, to be deducted from the wages due to him.

In the event of any worker being dismissed, all wages due to him shall be paid immediately. Any worker leaving his employment shall be paid the wages due to him within twenty-four hours.

Under-rate Workers.

7. Any worker who considers himself incapable of earning the minimum wages fixed by the agreement may be paid such lower wages as may from time to time be fixed on the application of the worker in accordance with the Industrial Conciliation and Arbitration Act.

Disputes.

8. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith, and not dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon, or in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right of appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal, within fourteen days after such decision has been made known to the party desirous of appealing.

Suburban Work.

9. (a) Work done elsewhere than at the shop or place of business of the employer and over two miles from the Te Aro Post-office in the case of Wellington, and from the chief or principal post-office in any other city or town or borough, shall be considered suburban work, and the workers employed thereon shall proceed to and from such work or shall be conveyed to and from such work at the expense of the employer as the employer shall determine. Time reasonably occupied by the workers in travelling or time occupied in conveying the workers to such work shall be allowed and paid for by the employer.

(b) Such necessary fares in the case where workers are not conveyed by the employer outside of two miles from the shop or place of business of the employer going to and from such work shall be paid by the employer.

Country Work.

10. (a) Where a worker is engaged in work situated at such a distance from his usual domicile or place of abode the employer shall provide such worker with a board allowance of 30s. weekly.

(b) Workers on such work shall be conveyed by the employer to and from such work free of charge, or their travelling-expenses going to or returning from such work shall be paid, but once only during the continuance of the work, unless the worker is recalled by his employer and again sent to the job.

(c) Time occupied in travelling to the work shall be paid for at ordinary rates, except that not more than an ordinary day's wages shall be paid for time spent in travelling on any day.

Preference.

11. Preference employment shall be given to members of the Wellington Labourers' and Related Trades Industrial Union in accordance with the Industrial Conciliation and Arbitration Act.

Extended Hours, Country Work.

12. Notwithstanding anything herein contained, any employer may agree with any worker that in respect of any country work the hours of work shall be other than those prescribed herein without payment of overtime.

Term of Agreement.

13. This agreement shall come into force on the 31st day of August, 1936, and shall continue in force until the 31st day of February, 1937.

The common seal of the union as affixed hereto this 31st day of August, 1936.

[L.S.]

M. O'GRADY, President.
P. M. BUTLER, Secretary.

P.p. Francis Holmes, Ltd.,—

G. JONES.

P.p. Winstone, Limited,—

F. G. HAYCOCK, Managing Director.

For and on behalf of J. A. Redpath
& Sons, Ltd.,—

R. W. L. DARROCH, Manager.

Briscoe, E. W. Mills & Co., Ltd.,—

E. HOLLIS, Asst. Manager.

P.p. The Fibrous Tile Co.,—

G. AGAR, General Manager.