

NELSON INDUSTRIAL DISTRICT.

(11226.) NELSON CITY COUNCIL **LABOURERS.**—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 31st day of October, 1936, between the Nelson General Labourers' Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Nelson City Council (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 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 come into force on the day of the date hereof, and thereafter continue in force until the 31st day of October, 1937.

4. That any breach of the said terms, conditions, stipulations, and provisions set out in the said schedule hereto shall constitute a breach of this agreement, and the party committing any such breach shall be liable to a penalty of not exceeding £100, to be awarded in such manner as any Court of competent jurisdiction shall determine.

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

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. The terms of this agreement shall apply to such of the employees of the Nelson City Council as may be employed on any of the classes of work mentioned in clause 6 hereof.

2. "Ordinary working-hours" shall mean any time worked between 7.45 a.m. and 4.45 p.m., exclusive of one hour for the midday meal, on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays, and between 7.45 a.m. and 11.45 a.m. on Saturdays, but such time shall not exceed 40 hours per week: Provided

that no work shall be performed on Saturdays, except such work as may be necessary for the maintenance of essential services.

Notwithstanding anything hereinbefore provided, it shall be lawful for the City Engineer, or any officer acting on his behalf, to agree with workmen employed on any work affected by the tide or other unavoidable circumstances, or on any emergency work, that ordinary working-hours shall be other than those hereinbefore mentioned. Payment of overtime shall not be required provided the number of such other hours worked do not exceed eight on any one day or 40 in any week, and do not include any part of a Saturday after 12 o'clock noon, or a Sunday, or any holiday mentioned in section 3 of this schedule.

For the purposes of this provision the Engineer may arrange the workmen in shifts.

3. The following days shall be regarded as holidays—namely, New Year's Day, Good Friday, Easter Monday, Labour Day, the Birthday of the Reigning Sovereign, Christmas Day, Boxing Day, Anzac Day, and any day or part of a day declared by the Mayor for any reason of local or national importance to be a holiday.

4. Employees shall be divided according to length of service into three classes, namely:—

- (a) "Casual labourers," meaning thereby employees who have had less than one year's service from the date of the commencement of their then existing employment:
- (b) "Weekly employees," meaning thereby employees who have had more than one but less than five years of unbroken service from the date of the commencement of their then existing employment:
- (c) "Old servants," meaning thereby employees who have had five years or more of unbroken service from the date of their then existing employment:

Provided that for the purposes of this agreement temporary absence due to suspension of work or other unavoidable cause or leave of absence granted by the City Engineer shall not be deemed to constitute a break in service.

5. Except as may be herein otherwise provided in respect of weekly employees and old servants, wages shall be paid for time worked only.

Rates of Wages.

6. The minimum rates of wages to be paid for work done during ordinary working-hours shall be—

(a) Two shillings and one penny halfpenny (2s. 1½d.) per hour for any of the following work, namely:—

(1) Construction, maintenance, and repair of streets and footpaths, preparing and, except as hereinafter provided, handling of materials for same.

(2) Assisting a skilled worker in the construction, repair, or demolition of buildings, bridges, culverts, sewers, drains, fences, walls, or other structures the property of the employers.

(3) Trenching, ditching, levelling, and grading ground.

(4) Pick and shovel and barrow work.

(5) Gardening, mowing, whether by hand or machine, digging, tree-planting, tree pruning and cutting.

(6) Concrete-work.

(7) Street sweeping and cleaning.

(b) Two shillings and twopence halfpenny (2s. 2½d.) per hour for any of the following work, namely:—

(1). Hammer and drill, and assisting foreman to lay and fire charges.

(2) Feeding stone-crusher.

(c) Two shillings and threepence halfpenny (2s. 3½d.) per hour to a workman employed in laying or repairing gas and water mains or services, or new sewers or drains.

NOTE.—This applies to a workman responsible for the proper placing and jointing of the pipes, and not to workmen employed on excavation or back-filling.

(d) Two shillings and threepence halfpenny (2s. 3½d.) per hour to a workman—

(1) Whose chief duty requires him to enter the sewers, manholes, ejector-stations, or other underground works in operation as part of the sewerage system of the city, or to repair any such sewer.

(2) Engaged in the collection of house refuse.

(3) Engaged in spraying tar or bitumen.

(e) In addition to the wages hereinbefore prescribed, the employer shall provide sound gum boots in case of "wet work," and overalls in all cases of "dirty work."

7. The rates to be paid for overtime shall be—

- (a) All time worked outside of ordinary working-hours or in excess of forty hours in any week shall be paid for at one and a half times the ordinary rate:
- (b) All time worked during ordinary working-hours on Good Friday, Christmas Day, Anzac Day, or on any Sunday shall be paid for at double the ordinary rates:
- (c) All time worked during ordinary working-hours on any holiday other than those specified in subclause (b) hereof shall be paid for at one and a half times ordinary rates:
- (d) For the purpose of computing the rates for overtime on holidays the rates specified in subclauses (b) and (c) hereof shall be deemed to be ordinary rates:
- (e) Overtime shall be paid to the nearest half hour:
- (f) When working overtime an interval as may be agreed upon between the workmen engaged and the City Engineer shall be allowed for a meal about every four hours:
- (g) Overtime shall not be worked except in case of emergency and under instructions of the City Engineer, who shall be the sole judge of what constitutes an emergency.

Such instructions may be standing instructions applicable to any particular class of emergency.

8. (a) Subject to such alteration as may be mutually agreed upon from time to time, wages-sheets shall be made up fortnightly to 4.45 p.m. on Tuesday, and the pay-out shall commence not later than 4.45 p.m. on the Thursday following, either at the employer's office or at such other place as the City Engineer may direct.

(b) Any worker whose services have been dispensed with or who shall resign without notice shall be paid at the Town Clerk's Office, Nelson, during office hours as soon as may be after ceasing work.

(c) A worker who shall give twenty-four hours' notice of his intention to resign from the employer's service shall be paid in full at the time of his ceasing work.

9. All tools shall be found by the employers, and shall be taken in charge by the workman to whom the same are issued. Any tools not returned or accounted for to the satisfaction of the City Engineer shall be charged against such workman, and such charge shall be a debt due to the employers and recoverable accordingly.

10. Notwithstanding anything in this agreement contained, weekly employees and old servants shall be entitled to payment at ordinary rates for the holidays specified in section 3 hereof on which they are not required to work.

11. "Weekly employees" and "old servants" after the expiration of one year as such shall, in addition to the holidays specified or granted under section 3 hereof, be entitled respectively to one week and two weeks' annual leave on full pay at their ordinary rates. Such annual leave shall be taken at such time as the Engineer shall direct or approve, and shall not be allowed to accumulate from year to year.

A "weekly employee" or "old servant" who for any reason shall fail to complete any year for which leave shall become due shall be entitled to *pro rata* payment for each month of service from the date when his last leave became due.

12. Subject to the provisions of sections 10 and 11 hereof, a weekly employee or old servant shall not be entitled to payment if absent from work without leave of the Engineer, and deduction shall be made from wages at ordinary rates accordingly.

In case of sickness or accident in respect of which payment is not due under the Workers' Compensation Act such leave may be for any period not exceeding one week.

13. Every worker is required to conserve the employers' interests in every way possible, and shall report to the City Engineer or other responsible officer any matter which in his opinion is likely to result in damage to public property, loss to the employers or inconvenience or danger to the public. Any worker who shall neglect or fail to take all such reasonable steps as lie in his power to fulfil the obligation imposed upon him by this section and to report as aforesaid shall render himself liable to summary dismissal.

14. (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 of Arbitration 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 as aforesaid may think fit to consider after hearing such evidence and argument as the union and such worker may 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

the expiration of fourteen days' notice which shall have been given to the worker by the secretary of the union requiring the worker to have his wage again fixed in the manner provided by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability the wage may be fixed for such longer period as such Inspector or other person as aforesaid shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree with the City Engineer and the secretary of the union upon the rate of such wages without having same fixed as aforesaid.

(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 provisions hereof.

(e) It shall be the duty of the employers before employing a worker at such lower wage to examine the permit or agreement by which such wage is fixed.

Accidents.

15. A worker who shall meet with any injury during the course of his employment shall forthwith report to or be conveyed to a doctor approved by the employers for examination and first-aid treatment, and obtain from such doctor a certificate stating the nature and extent of such injury and the probable duration, if any, of such worker's incapacity for work, and the cost of such conveyance, treatment, and certificate as aforesaid shall be borne by the employers.

Preference.

16. (a) If the employer shall engage any worker who is not a member of the union and who shall not within one week after his engagement become and remain a member of the union the employers shall if requested by the union so to do, and provided that there is then a member of the union equally qualified to perform the particular work required to be done and who is ready and willing to undertake the same, dismiss such worker from their service.

(b) The provisions of the last foregoing clause of this section shall operate only if and so long as the rules of the union shall permit any worker of good character and sober habits to become a member of the union upon payment of an entrance fee of not exceeding five shillings upon a written or verbal application without ballot or other election, and so to continue a member upon payment of subsequent contributions not exceeding sixpence per week.

(c) The union shall deposit with the employers a copy of the rules of the union and of any amendments thereto, and shall from time to time notify the employers of any change of secretary.

(d) Every member of the union seeking employment with the employers shall produce to the officer of the employers authorized to employ labour, his certificate of membership of the union.

As to Relief Works.

17. In the matter of membership of a union the employers shall be under no obligation or liability with regard to a worker nominated by the responsible officer of the Labour Department for employment on relief works under the control of the employers.

Nelson General Labourers' Industrial Union of Workers—

[L.S.]

JOHN INGRAM, President.
AUGUSTUS FROST, Secretary.

The common seal of the Mayor, Councillors, and Citizens of the City of Nelson was affixed hereto pursuant to a resolution of the Council in the presence of—

[L.S.]

F. MITCHELL, Town Clerk.
GEO. L. PAGE, Mayor.
