

(11276.) GISBORNE BOROUGH COUNCIL **LABOURERS.**—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and amendments thereto, this 8th day of September, 1936, between the Poverty Bay General Labourers Industrial Union of Workers (hereinafter called "the employees"), of the one part, and the Mayor, Councillors, and Burgesses of the Borough of Gisborne (hereinafter called "the employer"), of the other part, whereby it is agreed and declared by the parties hereto that, as between the union and each and every member thereof and the employer, the terms, conditions, and provisions set out in the schedule hereto shall be binding upon the union and upon every member thereof and upon the employer, and that the said terms, conditions, and provisions shall be deemed to be and are hereby incorporated in and declared to form part of these presents; and, further, that the union and every member thereof and the employer shall respectively do, observe, and perform every matter and thing by the said terms, conditions, and provisions hereof required to be done, observed, and performed, and shall not do anything in contravention of the said terms, conditions, and provisions, and shall in all respects abide by and observe and perform the same; and it is further agreed and declared by and between the parties hereto that any breach of the said terms, conditions, and provisions set out in the schedule shall constitute a breach of this agreement.

In witness whereof the parties hereto have executed these presents the day and year hereinbefore mentioned.

SCHEDULE.

Hours of Work.

1. (a) Except where otherwise provided, forty hours shall constitute a week's work, to be worked on five days of eight hours each between the hours of 7.30 a.m. and 4.30 p.m. from Monday to Friday.

(b) Six hours shall constitute a full day's work when workers are working in foul air, in tunnels, or in wet places, and such work shall be paid for as if eight hours had been worked. A "wet" place shall mean a place where workers are standing in 2 in. of water, or more, in depth, or when water other than rain-water is dripping on them, but if the employers shall provide the worker with overalls and gum boots the place shall not be deemed a wet place.

SCAVENGERS, STREET-CLEANERS, AND MEN EMPLOYED CLEANING
PUBLIC CONVENIENCES.

Clause 1 shall not apply to these workers, but forty hours shall constitute a week's work, to be worked on such days and such hours as may be agreed upon by the employer and the union.

Alternatively any such worker may be employed forty-four hours in any week, including four hours Saturday work, provided that in the previous week or following week his maximum weekly hours do not exceed thirty-six.

PUMP-ATTENDANTS.

Forty hours shall constitute a week's work, to be worked eight hours daily on any five of the seven days of the week extending from Sunday to Saturday inclusive.

No overtime being payable for work done on Saturday or Sunday.

TURNCOCKS.

These men shall be exempt from the forty-hour week. They shall be paid £5 5s. per week. No overtime being paid for Sunday, Saturday, or holiday work.

BATH-ATTENDANTS.

These men shall be exempt from the forty-hour week. They shall be paid £5 per week. No overtime being paid for Sunday, Saturday, or holiday work.

REFUSE-LOADERS AND TIP-MEN.

Forty hours shall constitute a week's work, to be worked on five days of eight hours each from Monday to Friday inclusive, but where three consecutive days of non-collection of refuse occur, due to a statutory holiday falling on a Monday or a Friday, or due to a group of holidays, then a full day will be worked on the Saturday following such three days of non-collection, at ordinary rates of pay.

Rates of Wages.

2. The minimum rates of wages shall be as follows:—

(a) *General Labourers*, 2s. 4½d. per hour.

(b) *Tar and Bitumen Work*.—Workers employed doing tar and bitumen work shall be paid one penny three farthings (1¾d.) per hour in addition to the above rates whilst so employed.

(c) *Gangers*.—A worker placed in charge of a gang shall be paid one penny three farthings (1¾d.) per hour in excess of the rates paid to such workers.

HOLIDAYS.

Employees covered by this agreement shall receive and be paid for the following holidays: Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day, New Year's Day, Show Day, King's Birthday. One week's holiday on full pay shall be allowed each worker (irrespective of the specified holidays as above provided) after twelve months' service; no holiday shall be allowed to accumulate. Where men leave or are dismissed they shall receive the proportion of holiday allowance due. Time of week's holiday to be fixed by the Borough Engineer.

OVERTIME.

(a) For work done in excess of the hours herein prescribed shall be deemed to be overtime, employees shall be paid for as follows: For the first two hours at the rate of time and a half, and thereafter double time. Overtime shall be booked to the nearest quarter of an hour.

(b) Except where otherwise specified, work performed before the ordinary hour of commencing work shall be paid for at the rates following: Before the hour of 6 a.m. double time; after 6 a.m. time and a half.

SUBURBAN WORK.

Work done elsewhere than at the shop of the employer and over two miles from the employer's yard, Carnarvon Street, Gisborne, shall be considered suburban work, and workers employed thereon shall either proceed to and from such work or they 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 and from such work beyond the two-miles radius before-mentioned shall be allowed and paid for by the employer. No worker residing less than two miles from the place where the work is to be performed by the nearest convenient mode of access for foot passengers shall be entitled to the allowance mentioned.

Preference.

The employer shall have the power to engage any worker although such worker shall not be a member of the union, but such worker shall become and remain a member within fourteen days after his engagement, failing which the employer shall dismiss such worker from his employ if required to do so by the union.

General.

All tools and watertight gum boots necessary for use in the work of any of the employees herein mentioned shall be supplied by and shall belong to the said employer.

Under-rate Workers.

(a) Any worker who considers himself incapable of earning the minimum wage fixed by this award 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 shall 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 a 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 the manner prescribed in this clause: Provided that in the case of any worker 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 may 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 the 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.

This agreement shall come into operation on the 1st day of September, 1936, and shall be binding on the parties until the 31st day of August, 1937.

In witness whereof the parties have executed these presents.

The seal of the Mayor, Councillors, and Burgesses of the Borough of Gisborne was hereunto affixed, this 8th day of September, 1936, in the presence of—

[L.S.]

D. W. COLEMAN, Mayor.

H. HOLMES, Councillor.

W. M. JENKINS, Town Clerk.

The seal of the Poverty Bay General Labourers Industrial Union of Workers was hereunto affixed this 8th day of September, 1936, in the presence of—

[L.S.]

W. P. HOOPER, Chairman.

S. NUNNS, Member.

C. E. BICKFORD, Secretary.
