

INVERCARGILL MUNICIPAL EMPLOYEES.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 1st day of July, 1937, between the Southland Labourers and Related Trades Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Invercargill City Council (hereinafter called "the employer"), of the other part, whereby it is mutually agreed by and between the parties as follows:—

Hours of Work.

1. Agreed that wherever possible the hours of work shall be forty (40) per week: Provided that time lost through weather conditions as decided by the head of the department concerned must be made up in the following week to eight hours, provided that the employee must receive not less than two weeks' pay per fortnight, subject, however, to no payment for time taken off by the employee. The right to work up the lost time referred to must not involve Saturday work, with the exception of the Reserves Department.

Wages.

2. Works Department—

Gangers	..	..	£5 per week.
Storemen	..	..	£5 per week.
Labourers	..	..	£4 12s. 6d. per week.

Waterworks Department—

Pump-attendants	..	..	£5 2s. per week.
Service layers	..	..	£4 16s. 8d. per week.
Caulkers	..	..	3d. per hour over labourers' wages when engaged in caulking.
Labourers	..	..	£4 12s. 6d. per week.

Sewerage Department—

Pump-attendant	..	..	£5 7s. per week.
Assistant pump-attendant	..	..	£5 per week.
Labourers	..	..	£4 18s. 4d. per week.
Pipe-layers	..	..	Extra 1s. per day when engaged in pipe-laying.

Abattoirs—

Slaughtermen	..	..	£5 10s. per week.
Assistant slaughtermen	..	..	£5 per week.
Yardman	..	..	£5 2s. 6d. per week.
Labourers	..	..	£4 12s. 6d. per week.

Junior workers under the age of twenty-one years employed as abattoir assistants to be paid £1 10s. per week, with annual rises of 10s. per week until adult rate is reached.

Present conditions to continue, with addition of time and a half for Saturday after 1 p.m. and double time for Sunday work.

Gasworks—

Head stokers	£5 10s. per week.
Ordinary stokers	£5 per week.
Service and main layers	£4 16s. 8d. per week.
Yard hands	£4 12s. 6d. per week.

Cemetery—

Sexton	A yearly salary based on £4 16s. 8d. per week.
Assistant sexton	A yearly salary of £240.
Labourers	£4 12s. 6d. per week.
	12s. per day extra for Sunday funerals.

Reserves Department—

Gardeners holding by examination the National Diploma of Horticulture	£5 per week.
Leading hands with fifteen years' service or over, or five years' apprenticeship commenced before 1931	£4 15s. per week.
Labourers	£4 12s. 6d. per week.

Junior workers engaged since 1931 to be employed at the rate of £1 per week at commencement, with annual rises of 10s. per week yearly until twenty-one years of age, when at least £3 16s. per week shall be paid, with annual increases of 10s. per week yearly until full award rate is reached.

Proportion: Not more than one youth to four adult workers or proportion thereof.

General—

- All casual labourers .. 2s. 4d. per hour.
- Men employed in places affected by the ebb and flow of tides shall be paid 1s. per day extra.
- Men employed in tar and bitumen shall be paid 1s. per day extra, the actual sprayers 2s. per day, it being intended that the present conditions are to continue.
- Men engaged in cleaning septic tanks to be paid 4s. per hour whilst actually employed on this work.
- Workers actually operating tar or bitumen sprayers shall be supplied with boots, overalls, and oil.

Labourers employed in tunnels or shafts exceeding 8 ft. in depth or trenches of a depth of 6 ft. or over, or in timbering trenches over 6 ft. in depth, the rate of pay shall be 2s. 6d. per hour.

Where shafts are sunk to a depth exceeding 8 ft., then the following rates of pay shall operate—

Excavations from 8 ft. to 20 ft.

in depth 2s. 8d. per hour.

Excavations from 20 ft. to 30 ft.

in depth 2s. 9d. per hour.

Excavations in excess of 30 ft. 3s. per hour.

Employees called to fires to be paid double time rates.

First-aid kits to be kept in convenient positions.

Overtime.

3. Subject to the provisions of clause 1, work in excess of normal hours each day—time and a half for the first three hours and double time thereafter in any one day.

Gasworks employees to be paid time and a half for work done after 1 p.m. on Saturdays, and on Sundays time worked shall be paid for at the rate of time and a half.

Throughout the service generally, where necessary a skeleton staff to work on Saturdays and have equivalent time off.

Holidays.

4. The following holidays shall be observed and shall be paid for: Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday.

Agreed that special provision must be made for abattoir and shift-workers in respect to these holidays.

When any holiday falls on a Sunday, the following day to be observed as a holiday.

It is to be made clear in the agreement that in respect to any work done on any of the above holidays men so working shall be paid at ordinary rates in addition to the pay for the holiday, thereby giving them two days' pay only if they work. If a man is required to work on Sunday, he receives double rate, provided that such double rate shall not apply to shift-workers or the gasworks employees specially provided for in clause 3 hereof.

Agreed that the annual holiday be five working-days, the time of service to be reckoned from the signing of the agreement, but no reduction on existing holidays to take place.

A worker leaving his employment or being dismissed at any time shall be entitled to a holiday or equivalent in pay proportionate to the time he has served.

A weekly employee is one employed by the Council for not less than six months, present employees who have been in the employ of the Council for six months to be regarded as weekly employees. In respect to shift-workers, extra annual leave of one day for each award holiday worked, to be granted in lieu of extra day's pay.

Suburban Work.

5. Where the work is more than three miles from the post-office, travelling-time beyond that distance to be within the working-hours, calculated at five minutes per mile.

Country Work.

6. Country work shall be deemed to mean work done by a worker which necessitates his sleeping away from his home.

Any worker employed on country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by his employer, but once only during the continuance of the work if the work is continuous and the worker is not in the meantime recalled by his employer.

Time occupied in travelling shall be paid for at ordinary rates of pay.

Workers employed on country work shall be paid an additional sum of 5s. per day, but the employer may in lieu thereof provide at his own expense the worker with suitable board and lodging.

Wet Places.

7. A wet place shall be deemed to be a place where workers are standing in water 3 in. or more in depth, or where water other than rain-water is dripping upon them. Should the employer provide the workers with oilskin coats or gum boots, or both, the place shall not be deemed to be a wet place.

All gum boots, on being relinquished, shall be thoroughly cleansed before being reissued.

Six hours shall constitute a day's work where workers are working in a wet place within the meaning of this clause, or in foul air, and shall be paid for as if the worker had worked eight hours.

Payment of Wages.

8. Wages to be paid fortnightly in cash on the job or at the Council's office, or at such other place as may be arranged from time to time. Payment to be made in working-hours not later than Thursday in any week, provided one day (not being

a holiday) intervenes. In the event of a worker being dismissed, he shall be paid all wages due to him as soon as possible, but not later than the following working-day.

Nothing in this agreement shall prevent any worker covered by it from doing work covered by another award or this agreement, provided that whilst so engaged he shall be paid the rate of wages whichever is the greater.

Workers receiving more than the Minimum.

9. In the case of employees at present employed by the Council who are receiving more than the minimum rate provided by the agreement, their wages shall not be reduced by virtue of this agreement.

Disputes Committee.

10. The essence of this agreement being that the work of the employer 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 the Invercargill City Council and the union.

Workers to be Members of Union.

11. Court's clause.

Scope of Agreement.

12. This agreement shall apply to the Invercargill City Council and its employees.

Term of Agreement.

13. This agreement shall come into force on the 1st day of July, 1937, and shall continue in force until the 30th day of June, 1938.

The common seal of the Mayor, Councillors, and Citizens of the City of Invercargill was hereunto affixed this 8th day of July, 1937, in the presence of—

[L.S.]

JOHN MILLER, Mayor.

W. F. STURMAN, Town Clerk.

The Southland Labourers and Related Trades Industrial Union of Workers—

[L.S.]

J. A. ROBSON, President.

D. HARRIS, Secretary