

**HAWKE'S BAY RIVERS BOARD LABOURERS.—INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 6th day of December, 1937, between the Hawke's Bay Builders' and General Labourers' Industrial Union of Workers (hereinafter and in the schedule hereto marked "A" referred to as "the union"), of the one part, and the Hawke's Bay Rivers Board (hereinafter and in the schedule hereto marked "A" referred to as "the employer"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto marked "A" shall be binding on the parties, and they shall be deemed to be and are hereby incorporated in and declared to form this agreement.

2. That the said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, stipulations, conditions, 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.

**SCHEDULE "A."**

1. (a) Except where otherwise provided for, 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 5 p.m., Monday to Friday inclusive.

(b) Where the worker is working in water 2 in. or more in depth he shall be paid 2d. per hour extra over and above the rates specified in clause 2 hereof, and shall be supplied by the employer with gum boots or overalls or both.

(c) The clock hours mentioned in subclause (a) hereof shall not apply to workers whose work is affected by tidal conditions.

*Rates of Pay.*

2. (a)	Labourers .. .. .	2s. 4d. per hour.
	Drainlayers (ordinary) ..	2d. per hour extra.
	Drainlayers (dirty work) ..	3d. per hour extra.
	Quarrymen (12 ft. from ground) .. .. .	2d. per hour extra.
	Other quarrymen .. .. .	1d. per hour extra.
	Men handling explosives ..	2s. 7d. per hour.
	Gangers and head fencers ..	1s. 6d. per day extra.

(b) Men employed in sinking shafts, sumps, or pier holes over 6 ft. in depth and under 12 ft. shall be paid 1½d. per hour extra; 12 ft. and over 2½d. per hour extra.

(c) After a period of three months' service the employer shall employ the worker on a weekly basis at a rate of £4 10s. per week.

*No Reduction in Wages.*

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

*Payment of Wages.*

4. Wages shall be paid weekly, during working-hours or immediately on ceasing work on the regular pay-day.

*Overtime and Holidays.*

5. (a) All time worked outside of or in excess of the hours mentioned in clause 1 hereof, shall count as overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) All workers covered by this agreement shall receive and be paid for the following holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday (or any other day substituted in lieu thereof), Spring Show Day, Labour Day, Christmas Day, and Boxing Day.

(c) When a holiday falls on a Sunday or a Saturday the following working-day to be agreed upon as the holiday.

(d) Any work done on any of the above holidays or on Sundays shall be paid for at double time rates.

(e) In addition to the above holidays, workers covered by this agreement shall be granted a week's holiday on full pay during each year of service with the same employer: Provided that if a worker is leaving his employment or being dismissed at any time he shall be entitled to a holiday or equivalent of pay proportionate to the time he has served.

(f) For the purpose of calculating overtime each day shall stand by itself.

#### *Suburban Work.*

6. (a) Workers shall be at the place where the work is to be performed at the time appointed for the commencement of work, but should such place be beyond two miles from the chief or principal post-office in the district in which the worker resides, he shall be paid for the time reasonably occupied by him in travelling to and from such work beyond the two miles, or he shall be conveyed to and from such work at the cost of his employer; but no worker residing less than two miles by a convenient mode of access for foot passengers from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause.

(b) All travelling-time to be paid for at the following rates: Up to seven miles 8d. per day, and over seven miles 1d. per mile per day over and above the aforementioned rate.

#### *"Smoke-oh."*

7. All workers coming under this agreement shall be allowed one-quarter of an hour in the morning for "smoke-oh." The time so occupied to be paid for as part of the day's work.

#### *Permanent Workers.*

8. (a) A "permanent worker" shall be deemed to be a worker who is employed by the week, and whose employment is terminated by a week's notice on either side.

(b) A permanent worker shall be permitted to do any work required to be done by the employer.

(c) The minimum wage for a permanent worker shall be £4 10s. per week.

(d) The employer may make a rateable deduction from the weekly wage mentioned in this clause for any time lost by the worker through sickness, accident, or default.

(e) The Board shall supply, on request, to the secretary of the local union, a list of the permanent or other workers employed under this agreement. The first list, setting out the position at the date of the coming into operation of this agreement, shall be supplied within one month of its coming into operation.

*Variation of Duties.*

9. In order to keep him in continuous employment, a worker may be engaged in more than one class of work in any week, provided he is paid the appropriate rate of pay under the various classes of work he may be engaged on.

*Accommodation.*

10. Each employer shall provide accommodation to the satisfaction of the Inspector of Awards to enable labourers to change their clothes and have their meals, and he shall provide sanitary accommodation for workers, and shall make available drinking-water.

*Tools and Equipment.*

11. All tools and equipment shall be supplied by the employer.

*First-aid Outfit.*

12. First-aid outfits, easily accessible, shall be provided for all jobs.

*Right of Entry to Jobs.*

13. With intent to secure effective operation of this agreement in accordance with section 19 of the Industrial Conciliation and Arbitration Amendment Act, 1936, the union's representatives shall be allowed access to all jobs covered by this agreement, but not so as to interfere unreasonably with the employer's business.

*Co-operative Contract.*

14. (a) The engineer letting a co-operative contract shall prepare specifications, a plan where such is necessary, and also a schedule showing accurately the quantities of work contained in the contract, and shall fix prices for such quantities of work as will permit a workman of average ability to earn a daily wage equal to the rates of pay set down in this agreement.

(b) The contract documents, including specifications and schedules of quantities and prices, are to be signed before a co-operative contract party commences work, and if the plan, where being supplied, is not ready when the contract is being signed, it shall be supplied as soon as possible, but not later than seven days after the date of the signing of the contract, or the date on which it is asked for by the party.

(c) The engineer shall provide co-operative contractors regularly with correct centres and levels for the work in such a way as may be readily understood by them. He shall also see that they are supplied with proper boning-rods or other suitable apparatus to enable them to keep their work to correct levels off the pegs put in for that purpose.

(d) After a co-operative contract is signed the quantities shall not be altered or varied unless the scope of the work is definitely reduced or increased.

(e) All slips and washouts which cannot be accurately measured or valued shall be done on day-wages. The contractor shall take steps to protect the work from damage by floods, but should damage occur which is beyond the powers of the contractor to prevent, then the cost of repairing such damage shall be paid for by the Board at the contract rate per cubic yard, the amount of loss to be determined by the engineer and the contractor.

(f) Co-operative contract parties shall be allowed to select their workmates, and shall be allowed to appoint their headmen, subject to confirmation by the engineer. The other members of a co-operative party may, with the sanction of the engineer, vote out a member of the party for incompetency or other legitimate reason.

(g) In the event of a member of a party withdrawing or being voted out, the engineer and the remaining members of the party shall agree as to a reasonable portion of any retention-moneys to be paid to such member, and until such agreement is reached no retention payment shall be made to him, but same shall be paid within three days.

(h) A workman borrowed by the Board from a co-operative contract party for work outside the scope of this contract shall be paid a rate equal to the average earnings of his party for that pay period, and when a workman is brought into a co-operative contract gang temporarily he shall be paid the average earnings of the party for that pay period.

*Workers to be Members of Union.*

15. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ, in any position or employment subject to this agreement, any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purpose of subclause (a) hereof a person of the age of eighteen years or upwards, and every

other person who is for the time being in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Matters not provided for.*

16. Any dispute in connection with any matter not provided for in this agreement shall be settled between the particular employer concerned and the president or secretary of the union, and in default of any agreement being arrived at the matter shall be referred to the Conciliation Commissioner for the district, who may either decide same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desirous of appealing.

*Scope of Agreement.*

17. This agreement shall extend to and be binding on the parties named herein, and who shall subsequently be joined on the appropriate application being made, and it is intended to operate only in the Provincial District of Hawke's Bay.

*Term of Agreement.*

18. This agreement shall be for a term of twelve months, and shall come into operation on the 15th day of December, 1937.

In witness whereof the parties hereto have set their hands or seals the day first above written.

Signed on behalf of the Hawke's Bay Builders' and General Labourers' Industrial Union of Workers—

The common seal of the Hawke's Bay Builders' and General Labourers' Industrial Union of Workers affixed in the presence of—

[L.S.] JOHN B. ATKINSON, President.  
HAROLD KAY, Secretary.

Signed on behalf of the Hawke's Bay Rivers Board—

The common seal of the Hawke's Bay Rivers Board affixed in the presence of—

[L.S.] C. LASSEN, Chairman.  
A. G. PALLOT, Clerk.