

**NEW PLYMOUTH HARBOUR BOARD LABOURERS (BREAK-WATER CONSTRUCTION).—INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 26th day of November, 1937, between the New Zealand Harbour Boards Employees' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and the New Plymouth Harbour Board (hereinafter referred to as "the employers"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:—

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.

## SCHEDULE.

*Hours of Work.*

1. The ordinary hours of work shall be eight per day, and forty hours shall constitute a week's work, to be worked Monday to Friday inclusive.

*Rates of Pay.*

2. (a) The four workers employed in tipping concrete blocks and general work on the breakwater including block-making shall be paid 2s. 10d. per hour for all classes of work.

(b) All other workers employed at breakwater-construction work shall be paid 2s. 6d. per hour.

(c) Workers employed using rock-drills and explosives shall be paid 2s. per day extra.

(d) When workers other than the four workers referred to in subclause (a) hereof are employed on the breakwater they shall be paid 4d. per hour extra while so employed.

(e) Tide Work: Workers employed on tide work shall be paid 1s. per day extra.

*Overtime.*

3. Time worked in excess of eight hours on any day shall be paid for at the rate of time and one-half for the first four hours and double time thereafter.

*Holidays.*

4. (a) The holidays to be observed throughout the year shall be New Year's Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, and the Waterside Workers' Picnic Day. If any of these holidays shall be observed on any other day than that on which it falls, the provisions of this agreement shall apply to such other day instead of the original day.

(b) All work performed on any of the holidays mentioned in subclause (a) hereof shall be paid for at double the ordinary rate.

(c) Payment for the holidays mentioned in subclause (a) hereof to be granted subject to the approval of the New Plymouth Harbour Board.

*Oilskins, Gum Boots, and Sou'-westers.*

5. Workers employed on the breakwater, at the quarry, and at the gravel-works respectively shall be provided with gum boots, oilskins, and sou'-westers free of cost to the workers.

*Local Disputes Committee and National Disputes Committee.*

6. The essence of this agreement being that the work of the employer 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 whatever arising out of or connected therewith, every such dispute or difference as the same shall arise shall be referred to a committee to be composed of not more than three representatives of the employers and an equal number of representatives of the workers. The decision of the majority of the committee shall be binding, and if no decision is arrived at, then the matter shall be referred to the National Disputes Committee at Wellington, consisting of three representatives of the employers and three representatives of the New Zealand Harbour Boards Employees' Union. The decision of the National Disputes Committee shall be binding, and if no decision is arrived at either party may appeal to the Court of Arbitration upon giving written notice of such appeal to the other party within fourteen days after the failure of the National Disputes Committee to arrive at a decision, or the National Disputes Committee may itself refer the dispute to the Court of Arbitration for decision.

The proceedings and records of the Local Disputes Committees, or any of them, and of the National Disputes Committee shall be privileged.

*Workers to be Members of Union.*

7. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ, in the industry to which this agreement relates, 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.

(b) For the purpose of the preceding clause (a) of this clause, a person of the age of eighteen years or upwards, and every other person who for the time being is 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.

*Retrospective Pay.*

8. Retrospective pay shall be granted at the rate of 2s. 6d. per hour as from 1st July, 1937.

*Term of Agreement.*

9. This agreement shall come into force on the 26th day of November, 1937, and continue in force until the 31st day of January, 1939.

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

The New Zealand Harbour Boards Employees' Industrial Union of Workers—

[L.S.]

C. ADAMS, President.

JAS. ROBERTS, Secretary.

The seal of the New Zealand Harbour Boards Employees' Industrial Union of Workers was hereunto affixed, and the signatures of Carroll Adams, President, and Jas. Roberts, Secretary, were hereunto subscribed in the presence of J. Pearce.

The signature of the New Plymouth Harbour Board was attached in the presence of— C. E. BELLRINGER, Chairman.

G. A. EDDOWES, Secretary.