

WELLINGTON HARBOUR BOARD **LABOURERS** (OTHER THAN
REGULAR HANDS).—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 20th day of December, 1937, between the New Zealand Harbour Boards' Employees' Industrial Union of Workers (hereinafter referred to as "the union") of the one part, and the Wellington Harbour Board (hereinafter referred to as "the employers") of the other part, whereby 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 forty per week and shall be worked between 7.30 a.m. and 5 p.m., Monday to Friday inclusive. All time worked in excess of eight hours in any day or forty hours in any week shall be classed as overtime.

Rates of Pay.

2. (a) For the first six months' service, 2s. 4d. per hour; for the second six months' service, 2s. 5d. per hour; and thereafter £4 15s. per week.

(b) Workers engaged in handling and/or mixing concrete shall be paid 1s. per day or part of a day in addition to the rate prescribed in clause 2 (a).

(c) Men handling, mixing, or spraying with tar or other bituminous substance shall be paid 2s. per day or part of a day in addition to the rate prescribed in clause 2 (a).

(d) In any case where a worker is called upon to work in an excessively dusty place or in mud or water to such a degree that getting dusty, muddy, or wet becomes unavoidable, he shall be paid in addition to the rate prescribed in clause 2 (a) the sum of 3d. per hour.

(e) When men are required to work in wet weather, they shall be supplied with oilskins or other suitable wet-weather gear.

Overtime.

3. The overtime rate shall be time and a half for the first four hours and double time thereafter.

Meal-hours.

4. (a) The midday meal shall be taken between 12 noon and 2 p.m. at such time as may be mutually agreed upon between the employer and a representative of the workers: Provided that not less than half an hour shall be allowed for the midday meal.

(b) When men are called upon to work more than five hours without having their midday meal, double ordinary rates shall be paid for all time worked in excess of five hours.

Holidays.

5. (a) The holidays throughout the year shall be Sundays, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and the union's picnic day.

(b) The workers coming under the scope of this agreement shall be paid for all holidays (except such as fall on Saturdays or Sundays) for eight hours at the rate specified in clause 2 hereof.

(c) If workers are employed on any of the holidays specified in subclause (a) hereof, they shall be paid at the rate of double ordinary time in addition to the rate specified herein.

(d) *Annual Holidays.*—Workers who have been employed in the Harbour Board's service for a period of twelve months shall be entitled to an annual holiday of seven working-days on full pay.

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 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 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 first 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.

Scope of Agreement.

8. This agreement shall apply to general labourers (to be known as "job hands") employed by the Wellington Harbour Board who are not classed as regular general hands under the Harbour Board Employees' Award.

Retrospective Pay.

9. Retrospective pay shall be granted at the rates specified herein as from 1st July, 1937.

Term of Agreement.

10. This agreement shall come into force on the 4th day of January, 1938, 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—

[SEAL.]

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—

H. J. M. Kemp.

The Wellington Harbour Board—

D. J. MCGOWAN, Chairman.

F. W. REED, Acting Secretary.