

NAPIER HARBOUR BOARD **CONSTRUCTION AND OTHER
LABOURERS.**—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 Hawke's Bay Builders' and General Labourers' Industrial Union of Workers (hereinafter and in the schedule hereto referred to as "the union") of the one part, and the Napier Harbour Board (hereinafter and in the schedule hereto 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 on 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 the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

Hours of Work.

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) To provide a measure of elasticity, where subclause (a) above is impracticable because of climatic conditions or where workers lose time through no fault of their own, one hour extra may, by mutual agreement, be worked each day on any of the five days of Monday to Friday inclusive and, if necessary, four and a half hours on Saturday morning. Where lost time occurs on a Friday it may be made up not later than 5 p.m. on the following Thursday.

(c) One hour shall be allowed for lunch each day, but the employer may agree with his workers to allow not less than half an hour for lunch.

(d) When it is necessary to prepare material for work before the ordinary hour of commencing work, the employer may employ workers to do such necessary work for not more than half an hour before that time at the ordinary rate of pay. This subclause applies to all workers covered by this agreement.

(e) When any special emergency arises, the employer may vary the starting-time of his workers.

Rates of Pay.

		Per Hour.	
		s.	d.
2. (a)	Labourers	2	4½
		Per Hour extra.	
	When employed handling concrete (barrow men excepted)	0	0½
	When employed working in charge of a concrete-mixer	0	1
	When employed in charge of steel- cutting	0	1
	When employed fabricating steel ..	0	1
	When employed as regular pile-frame workers, after having worked at this job not less than two weeks ..	0	1
	When employed operating air-drills..	0	1
	When employed using tar or bitumen	0	1
	When employed on dirty work ..	0	1
	When employed as leading hand in charge, other than specified else- where in this clause	0	1½
	When employed using explosives ..	0	1½
	When employed in wet places ..	0	1½
	When employed on rope splicing ..	0	2½

(b) Loading or unloading cement or coal shall be classed as dirty work.

(c) A wet place shall mean a place where a worker has to stand in not less than 2 in. of water, or water other than rain is dripping on him, except that where a man is working in water less than 1 ft. in depth and is supplied with gum boots the place shall not be deemed to be a wet place.

(d) Workers inside furnaces where heat exceeds 110° F. shall be paid for at double-time rates, and when done outside of ordinary working-hours or on Sundays and holidays at treble-time rates.

(e) Men employed in sinking shafts, sumps, pier holes, or working in trenches over 6 ft. in depth shall be paid the following extra rates:—

	Per Hour extra.	
	s.	d.
Over 6 ft. and up to and inclusive of 12 ft. . .	0	2
Over 12 ft. and up to and inclusive of 20 ft. . .	0	3
Over 20 ft., the last-mentioned rate, plus 1d. per hour additional for every 10 ft. over 20 ft.		

Payment of Wages.

3. (a) Wages shall be paid weekly prior to or immediately on ceasing work on the regular pay-day.

(b) A worker discharged before the end of the week shall within one hour after such discharge be paid whatever may be due to him for time worked.

(c) If a worker has to wait under clause 3 (b) more than one hour he shall be paid time and a half for waiting-time over one hour.

(d) On country or suburban work, wages shall be paid as agreed between the employer and the workers concerned in such work.

Overtime and Holidays.

4. (a) All time worked outside of or in excess of the hours worked under 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) For the purpose of calculating overtime each day shall stand by itself.

(c) Work done on Sunday, New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day shall be paid for at double-time rates.

(d) Workers whose service with the one employer has been continuous and in excess of two months shall receive and be paid for the following statutory holidays—namely, New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day: Provided that all workers covered by this agreement who are in the service of the employer at the date of the signing of this agreement shall be deemed to have completed two months' continuous service, and, further, provided that any worker who fails, except through illness, to resume work immediately following a statutory holiday shall not receive payment for such holiday.

(e) A statutory holiday observed on a day other than that upon which it falls shall be the statutory holiday under this agreement.

Suburban Work.

5. Except as otherwise specified herein for country work, 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 Port Ahuriri Post-office or the chief or principal post-office in any of the towns covered by this agreement workers shall be paid for the time reasonably occupied by them in walking to and from such work beyond the two miles, or they shall be conveyed to and from such work at the cost of their employer, but workers 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 not be entitled to the allowance mentioned in this clause. All such time shall be paid for at the rate of three miles per hour walked. On country or suburban work wages shall be paid as agreed between the employer and the workers concerned in such work.

Accommodation.

6. The employer shall provide accommodation to the satisfaction of the Inspector of Awards to enable workers to change their clothes and have their meals. The employer shall also provide sanitary accommodation for workers, and shall make available drinking-water.

Tools and Equipment.

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

Employment of Youths.

8. (a) Youths may be employed at not less than the following rates of wages:—

	Per Week.		
	£	s.	d.
Up to seventeen years of age ..	1	15	0
Up to eighteen years of age ..	2	2	0
Up to nineteen years of age ..	2	10	0
Up to twenty years of age ..	2	18	6

(b) The proportion of youths shall not be more than one to every ten or fraction of the first ten men fully employed. Nothing herein shall affect the employment of any youth duly apprenticed under the provisions of any award or any order of the Court in respect to any work to be done in assisting any journeyman in the trade to which he has been apprenticed.

Shift Work.

9. (a) Shift work shall constitute eight hours per working-day, with crib-time of half an hour, which shall be part of the time paid for by the employer.

(b) An extra payment of 1s. 6d. per shift shall be paid to each worker engaged on shift work.

Under-rate Workers.

10. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower rate as shall from time to time be fixed, and on the application of the worker after due notice to the union, by the local Inspector of Awards or by such other person as the Court may appoint from time to time 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 other 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 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 by this clause: Provided that in the case of any person 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 shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing 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 Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of the employer, before employing a worker at such lower wage, to examine the permit by which such wage is fixed.

Workers to be Members of Union.

11. (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 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) 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 provided 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 the workers the right to join the union.)

Right of Entry to Jobs.

12. 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.

First-aid Outfits.

13. Where more than two workers are employed, first-aid outfits, easily accessible, shall be provided for all jobs.

Matters not provided for.

14. Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer 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 desiring to appeal.

Scope of Agreement.

15. This agreement shall extend to and be binding only on the parties named herein, or other parties who may subsequently be joined on the appropriate application being made, and shall be limited in operation to employers carrying on business within the limits of the Napier Harbour District.

Term of Agreement.

16. This agreement shall come into force on the 20th day of December, 1937, and shall continue in force until the 20th day of December, 1938.

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

The Hawke's Bay Builders' and General Labourers'
Industrial Union of Workers—

[SEAL.]

JOHN B. ATKINSON, President.
H. KAY, Secretary.

The Napier Harbour Board—

[SEAL.]

TREVOR M. GEDDIS, Chairman.
V. E. SANDERS, Secretary.
