

MASTERTON MUNICIPAL EMPLOYEES.—INDUSTRIAL AGREEMENT.

THIS industrial agreement is made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 1st day of February, 1937, between the N.Z. Municipal and General Workers' Union (hereinafter called "the union"), of the one part, and the Mayor, Councillors, and Burgesses of the Borough of Masterton (hereinafter called "the employers"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

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.

3. This agreement shall continue in force from the day of the date hereof, and thereafter continue in force until superseded by another agreement or award made under the provisions of the said Act.

In witness hereof the parties hereto have executed these presents the day and year first before written.

SCHEDULE OF CONDITIONS.

Hours of Work.

1. Except where otherwise specified, the hours of work shall be forty per week, eight hours daily between the hours of 7.30 a.m. and 5 p.m. on five days of the week from Monday to Friday inclusive.

Wages.

			Per Week.		
			£	s.	d.
2. (a) Parks and reserves—					
Park caretaker	5	10 0
First assistant	4	5 0
Park employees	4	0 0
Abattoir workers—					
Head slaughterman	6	2 6
Slaughtermen	5	17 6

				Per Shift.		
				£	s.	d.
Gasworks—						
Senior stokers	..	..	..	0	18	9
Junior stokers	..	..	..	0	18	1½
				Per Week.		
				£	s.	d.
Surface-layer	..	..	..	4	16	0
Yardmen	..	..	..	4	16	0
Labourers employed in the vicinity of the gasworks or yard	..	..	..	4	8	0
Meter-repairer	..	..	..	5	10	0
Storemen	..	..	..	4	8	0
Foreman fitter	..	..	..	5	10	0
Fitters	..	..	..	4	19	0
Rubbish-collectors	..	..	..	4	13	4
General labourers	..	..	..	4	5	10
Drivers—						
One-horse driver	..	..	..	4	11	8
Two-horse driver	..	..	..	4	19	0
Motor-lorry drivers—						
Motor-lorry drivers driving vehicles whose total weight including load weighs up to—						
2 tons	..	..	..	4	15	0
3 tons	..	..	..	4	17	6
4 tons	..	..	..	5	8	4
4 tons and over	..	..	..	5	15	0
General—						
Carpenters	..	..	..	5	1	8
Drainlayer	..	..	..	4	18	4
Turncock	..	..	..	5	10	9
Assistant turncock	..	..	..	4	13	4
Municipal Buildings caretaker	..	..	..	4	7	6
Poundkeeper	..	..	..	4	0	0
Sexton	..	..	..	5	0	0
Abattoir caretaker	..	..	..	3	6	0

(b) Junior workers: Workers under the age of twenty-one, other than those specified above, employed as park assistants, £3 per week, with annual increases of 10s. until adult rate is reached.

Junior workers under the age of twenty-one, employed as abattoir assistants, 30s. per week, with annual increases of 10s. until adult rate is reached.

(c) In addition to the rates of wages set out above, in connection with the following employees—Park caretaker, Municipal Buildings caretaker, abattoir caretaker, poundkeeper—the Council shall provide them with a rent-free house.

- (d) For each Sunday funeral the sexton shall be paid an additional 10s.
- (e) Men actually operating tar spray, 5d. per hour extra.
Men actually handling tar for spraying, 2d. per hour extra.
Men engaged cleaning septic tank, 3d. per hour extra.
Dirt-money (gasworks), 2d. per hour extra.
A worker employed in handling free tar or bitumen shall be paid 1s. per day extra, and oil supplied.
Workers actually operating tar or bitumen sprayer shall be supplied with boots, overalls, and oil.

Overtime.

3. (a) All work done outside of or in excess of the hours prescribed in clause 1 hereof shall be considered overtime, and shall be paid for at the rate of time and a half for the first three hours and double time thereafter, except as hereinafter provided.

(b) Gasworks stokers and abattoir staff shall be excluded from the provisions of this clause, also skeleton staff required at the gasworks on Saturdays. Stokers and slaughtermen to be paid time and a half for Sunday work.

(c) Refuse-collectors shall be permitted to start at 6 a.m. and street-sweeper at 5 a.m. during the summer, and half an hour later in each case during winter months, and overtime rates shall not apply to these workers: Provided that not more than eight hours shall be worked in any one day, and necessary time off allowed for meals.

Statutory Holidays.

4. (a) The following holidays shall be observed and shall be paid for as if worked: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, and two other days to be mutually agreed upon.

(b) When any holiday falls upon a Sunday the following day shall be observed as the holiday.

(c) Any work done on any of the above holidays or on Sundays shall be paid for at double-time rates, except that, in abattoir and gasworks, work done on Sundays and holidays shall be paid for at time and a half rates.

(d) 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 Council: Provided that a worker leaving his employment or being dismissed at any time shall be entitled to a holiday, or equivalent of pay proportionate to

the time he has served. Where practicable, such holidays shall be given in proximity to the Christmas or Easter holidays, or any other time as mutually agreed upon.

Municipal Building caretaker, turncock, abattoir caretaker, and poundkeeper to have one clear day's holiday every week, and shall be excluded from the clock hours mentioned in clause 1.

Workers to be Members of Union.

5. (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 purposes of subclause (a) of this clause, a person of the age of eighteen years and 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.

[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.]

(c) The secretary or other representative of the union shall be permitted to interview employees in working-hours, but not so as to interfere unreasonably with the operations of the local bodies concerned.

Disputes.

6. The essence of this agreement being that the work of the employers shall on no 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 a Committee to be composed of one or two representatives of each side for settlement, and, in default of agreement, to be adjudicated by the Conciliation Commissioner for the district.

Either side shall have the right of appeal to the Court against a decision of the Commissioner upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Payment of Wages.

7. All wages shall be paid fortnightly, in cash, on the job, at the Council offices, or such other place as may be arranged from time to time. Payment to be made during working-hours. In the event of a worker being dismissed, he shall be paid all wages due to him within one hour.

Accidents.

8. A modern first-aid emergency case, fully equipped, shall be provided and maintained by the Borough Council in a convenient and accessible place.

Wet Places.

9. 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; but if the employer shall provide the workers with overalls or watertight gumboots, or both, the place shall not be deemed to be a wet place.

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

Variation of Duties.

10. Nothing in this agreement shall prevent any worker covered by it from doing work covered by another award or agreement, provided that while so engaged he shall be paid at least the rate which is fixed in such other award or agreement.

Workers receiving More than the Minimum.

11. In the case of employees at present employed by the Borough Council herein, and who are receiving more than the minimum rate provided herein, their wages shall not be reduced by virtue of this agreement: Provided that this shall not operate in the case of workers who through misunderstanding are receiving higher rates than the law provides at the date of coming into operation of the agreement, but any dispute arising because of the reduction in wages in the case of these workers shall be settled by reference to the Disputes Committee clause provided for in clause 6.

Scope of Agreement.

12. This agreement shall apply to the Masterton Borough Council.

Term of Agreement.

13. This agreement shall come into force on the 1st day of February, 1937, and shall continue in force until the 31st day of July, 1939.

Signed on behalf of the Masterton Borough Council—

[L.S.]

THOS JORDAN, Mayor.

T. T. DENBEE, Town Clerk.

Signed on behalf of the N.Z. Municipal and General Workers' Union—

[L.S.]

M. O. GRADY, President.

P. M. BUTLER, Secretary.