

(4924.) WAIHI BOROUGH LABOURERS AND WAIHI BOROUGH COUNCIL.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 4th day of May, 1918, between the Waihi Borough Council and the Waihi Borough Labourers' Industrial Union of Workers.

SCHEDULE.

Hours of Labour.

1. (a.) The working-time per week shall not exceed forty-five hours, if not otherwise specified, exclusive of crib-time.

(b.) The working-time per day shall not exceed eight hours and a quarter for the first five days of the week, and three hours and three-quarters on Saturday.

(c.) Work shall commence not earlier than 8 a.m. and shall cease at 5 p.m. Three-quarters of an hour shall be allowed for dinner, except on Saturdays, when work shall cease at 11.45 a.m.

(d.) In case of shifts being worked, and for special work, each shift shall not exceed eight hours in every twenty-four, inclusive of one half-hour for meals, and all time worked beyond the eight hours shall be paid for at overtime rates.

Wet Places.

2. Six hours shall constitute a day's work where workers are working in wet places or foul air, and shall be paid for as if the workers had worked eight hours. A "wet place" shall mean a place where workers are standing in water 3 in. or more in depth, or where water (other than rain-water) is dripping on them; but if the employer shall provide the workers with overalls or gum boots, or both, the place shall not be deemed a "wet place."

Rates of Wages.

3. (a.) The present rates of wages being paid in the several classes of workers shall continue, and which are as follows:—

General labourers and quarrymen, 1s. 4d. per hour, £3 per week.

Engine-drivers, 1s. 4d. per hour, £3 per week.

Crusher-feeders, 1s. 4d. per hour, £3 per week.

(b.) The present rates of wages being paid at the Sanitary Farm shall continue.

(c.) Men working at the Walmsley Creek Quarry shall receive a bonus of one hour per day.

(d.) Gangers to be paid 1s. per day more than the men over whom they are placed in charge.

(e.) Any worker taken from his usual work and sent to work for which a higher rate is paid shall receive the higher rate, but in no case shall he be paid less than his usual rate.

Overtime.

4. Overtime shall be paid at the following rates: For the first two hours after or before the usual shift hours, at the rate of time and a quarter; for the next succeeding or preceding four hours, at the rate of time and a half; for all remaining time double-time rates shall be paid: except when done as part of a week's work or shift.

Holidays.

5. (a.) The recognized holidays shall be New Year's Day, 29th January, Union Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day, and no deductions from the wages shall be made in respect of such holidays.

(b.) It shall be competent for any worker working at the Sanitary Farm to arrange with his employer that, in lieu of observing the above-mentioned holidays as they fall due, such holidays may be allowed to accumulate and may be taken at such times as may be mutually arranged.

Tools and Accessories.

6. All tools shall be provided by the Council, but each employee shall sign for any tool or tools served out to him, and shall return the same when required to do so or pay for them.

Payment of Wages.

7. Wages shall be paid fortnightly, as in the past.

Preference.

8. (a.) The Council shall not retain in employment, after fourteen days' notice, any wages-man coming within the scope of this award who shall not become and remain a member of the union during the term of his employment.

(b.) The provisions of the foregoing clause shall be operative only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

(c.) No official of the Council shall be a member of the union.

Matters not provided for.

9. Any dispute in connection with any matter not provided for in this agreement shall be settled between the Council and the executive of the union, and in default of an agreement being arrived at then such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court.

Either party dissatisfied with the decision of the Conciliation Commissioner may appeal to the Court, upon giving notice in writing of such appeal to the other party, within seven days after such decision shall have been communicated to the party desiring the appeal.

10. The Council and the union may set the status of employees.

Term of Agreement.

11. The term of the agreement shall be for the year beginning on the 4th day of May, 1918, terminating on the 3rd day of May, 1919.

Dated this 4th day of May, 1918.

The common seal of the Mayor, Councillors, and Burgesses of the Borough of Waihi was hereto affixed by order of the Council this 4th day of May, 1918, in the presence of—

DAWSON DONALDSON, Mayor.
 ARTHUR PARRY, Councillor.
 W. B. CORRINGHAM, Councillor.
 H. D. MORPETH, Town Clerk.

[SEAL.]

Signed on behalf of the Waihi Labourers' Union—

DAVID JOHNSTON, President.
 JAMES GRACEY, Vice-President.
 HARRY CARTER, Secretary.

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.