

(4403.) NORTHERN DISTRICT (EXCEPT GISBORNE JUDICIAL DISTRICT) ELECTRICAL WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Auckland Electrical Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Andrew and Co., electricians, Taupo.

Auckland City Corporation.

Auckland Gas Company.

Auckland Harbour Board.

Batson, F., electrician, Thames.

Burt, A. and T., electrical engineers, Customs Street, Auckland.

Chandler and Co., electrical advertising agents, 1 Pitt Street, Auckland.

Clapham and Co., electricians, Te Kuiti.

Clarke, A. J., electrician, Te Aroha.

Colonial Sugar Company, Quay Street.

Crosher and Son, electricians, Lorne Street, Auckland.

Daniel and McCrae, electricians, Te Kuiti.

Devonport Ferry Company, Auckland.

Dingle, J. D., electrician, Darby Street, Auckland.

Dominion Portland Cement Company, Auckland.

Edwards, N., electrician, Customs Street, Auckland.

Electrical Supply Company, electricians, Grey Buildings, High Street, Auckland.

Farmers' Freezing Company, King's Wharf, Auckland.

George, G., electrician, High Street, Auckland.

Hadfield, F. H., electrician, Hobson Street, Auckland.
 Hammond, J., electrician, Hamilton.
 Hancock's Brewery, Khyber Pass, Auckland.
 Kempthorne, Prosser, and Co., Albert Street, Auckland.
 Lawson and Murray, electricians, Chancery Lane, Auckland.
 Leyland and O'Brien, timber-merchants, Auckland.
 McCarthy, F., electrician, Windsor House, Khyber Pass.
 McCrae, William, electrician, Te Kuiti.
 McLeod, G. N., electrician, Waikino.
 Miller, W. S., electrician, Khyber Pass, Auckland.
 Milne and Choyce, drapers, Queen Street, Auckland.
 Mullenger, A. W., electrician, Elliot Street, Auckland.
 National Electrical Engineering Company, Wellesley Street,
 Auckland.
 Opotiki Borough Council, Opotiki.
 Pears, D., electrician, Ngaruawahia.
 Schofield and Denton, electricians, Newmarket.
 Smith and Caughey, drapers, Queen Street, Auckland.
 Stewart Bros., electricians, Rotorua.
 Swain and Turner, electricians, Whangarei.
 Tauranga Borough Council, Tauranga.
 Te Kuiti Borough Council, Te Kuiti.
 Thames Borough Council, Thames.
 Thorburn, G. L., electrician, High Street, Auckland.
 Trevithick, G., electrician, High Street, Auckland.
 Turnbull and Jones, electricians, Shortland Street, Auckland.
 Watson and Steele, electricians, Wakefield Street, Auckland.
 Whangarei Borough Council, Whangarei.
 Williams, A. M., and Co., electricians, Customs Street,
 Auckland.
 Willis Bros., electricians, Te Aroha.
 Wilson and Horton, *Herald* Office, Auckland.
 Wilson's Portland Cement Company, Auckland.
 Youg, D. J., electrician, Te Kuiti.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member

thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 18th day of September, 1916, and shall continue in force until the 18th day of September, 1918, or on the termination of the present European War, whichever shall first happen.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 5th day of September, 1916.

— T. W. STRINGER, Judge.

SCHEDULE.

Interpretation.

1. "Electrician's work" shall mean and include the constructing, erecting, installing, and repairing of all classes of electric lighting and power appliances, and of any other appliances which require a practical knowledge of electricity.

Wages.

2. (a.) Journeymen electricians shall be paid not less than 1s. 4½d. per hour.

(b.) Chargemen: Any worker who is placed in charge of work on which three or more journeymen are employed shall be paid not less than 1s. 6d. per hour.

(c.) War bonus: So long as the British Empire remains in a state of war with Germany and Austria or either of them, and for three months after the cessation of such war, there shall be paid to all workers coming within the scope of this award, in addition to the rates above mentioned, a war bonus of 10 per cent. upon the said rates.

(d.) Notwithstanding the foregoing clauses the said war bonus may at any time during the currency of the award be continued either wholly or partially, or may be increased or terminated as the Court, on the application of any party to the award or of its own motion, may determine.

Hours of Work.

3. Forty-four hours shall constitute a week's work. The working-hours shall be between the hours of 8 a.m. and 5 p.m. on five

days of the week, and between the hours of 8 a.m. and noon on Saturday of each week.

Overtime and Holidays.

4. (a.) All time worked in excess of the time mentioned in clause 3 hereof in any one day shall be paid for at the following rates: First two hours time and a quarter, then time and a half until midnight, and thereafter double time until 8 a.m.; Saturdays, from 12 noon until midnight, time and a half.

(b.) For time worked on New Year's Day, Anniversary Day, Easter Monday, the birthday of the reigning Sovereign, Labour Day, and Boxing Day time and a half shall be paid. For work done on Christmas Day, Good Friday, and on Sundays double time shall be paid. In country districts another day may by mutual arrangement between the employer and his workers be substituted for Anniversary Day.

Suburban Work.

5. (a.) Work done elsewhere than at the shop of the employer, and over one mile and a half from the corner of Symonds Street and Karangahape Road in the case of Auckland, or from the Chief Post-office in any other town, shall be considered suburban work, and workers employed thereon shall either proceed to and from such work or they shall be conveyed to and from such work at the expense of the employer as the employer shall determine. Time reasonably occupied by the workers in travelling, or time occupied in conveying the workers to and from such work beyond the one-and-a-half-miles radius before mentioned, shall be allowed and paid for by the employer. No worker residing less than one mile and a half from the place where the work is to be performed by the nearest convenient mode of access for foot-passengers shall be entitled to the allowance mentioned in this clause.

(b.) If any worker is required to use the ferry for the purpose of going to or returning from any place outside his employer's shop where the work is to be done his fare shall be paid by the employer.

(c.) On suburban work, where by reason of tram, train, or ferry it is inconvenient to work the hours specified in clause 3 hereof, it shall be competent for the union and the employer, with the consent of the workers, to agree that the hours of work shall be extended: Provided that in no case shall work commence before 7.30 a.m. or exceed nine hours per day at the rate of pay provided in clause 2 hereof, and that this subclause shall not apply to work done after noon on Saturday.

(d.) The union shall give notice to the Inspector of Awards within three days of any such agreement being made.

(e.) The provisions of this clause shall not apply to any worker employed by the Colonial Sugar Refining Company.

Country Work.

6. (a.) "Country work" means work performed by a worker which necessitates his lodging elsewhere than at his usual place of residence.

(b.) A worker employed on country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by his employer, but once only during the continuance of the work if the work is continuous and the worker is not in the meantime recalled by the employer.

(c.) The employer shall provide every worker employed on country work with suitable board and lodging while so employed, but the employer in lieu of providing board and lodging may pay the worker at the rate of £1 per week.

(d.) Time occupied in travelling shall be paid for at ordinary rates, but no worker shall be paid more than an ordinary day's pay for any time occupied by him in travelling, even though the time may exceed eight hours.

(e.) An employer may agree with a worker employed on country work that such worker shall work at ordinary rates in excess of the hours prescribed by clause 3 hereof.

Apprentices.

7. (a.) Any employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rate of wages, namely: For the first year, 10s. per week; for the second year, 15s. per week; for the third year, £1 per week; for the fourth year, £1 10s. per week; and for the fifth year, £2 per week. Apprentices working overtime shall be allowed tea-money in addition to overtime rates of pay.

(b.) The period of apprenticeship shall be five years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship; and the obligation of the apprentice to serve his employer shall be deemed to be a duty enforceable under this award.

(c.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give him a certificate for the time served and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligation of the original employer: Provided that it shall not be

obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate for the time actually served.

(d.) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

(e.) The proportion of apprentices to journeymen employed by any employer shall not exceed one apprentice to each journeyman. For the purpose of determining the proportion of apprentices to journeymen in taking any new apprentice the calculation shall be based on a two-thirds full-time employment of the journeymen employed for the six previous calendar months.

(f.) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(g.) When an apprentice is discharged for cause the employer shall send notice of the discharge and of the cause thereof to the Inspector of Factories. If requested to do so by the union the Inspector of Factories shall supply to the union the particulars obtained by him in this way in respect of any particular apprentice or apprentices.

(h.) All time lost by an apprentice through his own default or through sickness in any year of his apprenticeship shall be made up before such apprentice shall be considered as having entered upon the next succeeding year of his apprenticeship, but an apprentice working overtime shall have such time added to his ordinary time in calculating the respective years of his apprenticeship.

(i.) An employer shall not be bound to pay an apprentice for time lost through sickness or default of the apprentice, or by his voluntary absence from work with the consent of the employer.

Under-rate Workers.

8. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint 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 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 Factories of every agreement made with a worker pursuant hereto.

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

Preference.

9. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate 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 a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

(c.) Nothing herein contained shall prevent an employer from employing any worker who is a member of any branch of the Amalgamated Society of Engineers, although not a member of the union.

Pay-day.

10. All wages earned by workers up to and including Wednesday of each week shall be paid the following Friday during working-hours. In the event of any journeyman being discharged he shall be paid the wages due to him in full within twenty-four hours.

Termination of Employment.

11. Not less than two hours' notice shall be given on either side of the intention to terminate a worker's engagement.

Tools.

12. Employers shall provide their workers with engineering tools, soldering-bolts, conduit fitting-tools, metal-pots, blow-lamps, and files.

Battery Work.

13. Any worker while working at installing or overhauling storage batteries shall be provided with a suit of overalls.

Exemptions.

14. (a.) The Auckland City Council, the Auckland Harbour Board, the Devonport Ferry Company, the Electricity Supply Corporation, Hancock and Co., the Colonial Sugar Refining Company, the Thames Borough Council, the Opotiki Borough Council, the Te Kuiti Borough Council, the Tauranga Borough Council, the Whangarei Borough Council, Wilson and Horton, and the Dominion Cement Company are exempted from the operation of this award except as to clauses 2, 9, 11, and 12.

(b.) This award shall not apply to any worker employed by the Auckland Gas Company who is treated by the company as a worker under any Auckland Plumbers' award in force during the currency of this award.

Workers' Representative.

15. The workers' representative shall have the right of entry outside working-hours to all jobs to which the employer can lawfully give such right after due notice has been given to the employer or his representative.

Scope of Award.

16. This award shall not operate in that part of the industrial district which is included in the Gisborne Judicial District.

Term of Award.

17. This award shall come into force on the 18th day of September, 1916, and shall continue in force until the 18th day of September, 1918, or on the termination of the present European War, whichever shall first happen.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 5th day of September, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

At the hearing before the Court it was sought to exclude certain Borough Councils from the provisions of the award for the purpose of including electrical workers employed by such Councils in an award dealing with local bodies' labourers. The Court, however, declined to accede to this request, being of the opinion that the proper course was to bring all skilled electrical workers under this award, which deals generally with all such workers.

T. W. STRINGER, Judge.