

(7592.) AUCKLAND GAS COMPANY'S CLERICAL AND SHOW-ROOM EMPLOYEES. -- AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 7th day of August, 1923, between the Auckland Gas Company's Clerical and Show-room Employees' Industrial Union of Workers (hereinafter called "the union") of the one part, and the Auckland Gas Company (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 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.

Classes of Workers.

1. (a.) This agreement shall apply only to the clerical and show-room staff of the Auckland Gas Company (Limited).

(b.) "Clerks" shall be employees principally engaged in writing, typing, or in any form of clerical work.

(c.) "Cashiers" shall be principally employed in receiving moneys over the counter at the Wyndham Street office of the company.

(d.) "Show-room staff" shall be principally employed in the sale, exhibition, and package of goods and anything incidental thereto.

Hours of Work.

2. The ordinary hours of work shall be—For clerks at the Wyndham Street office of the company, thirty-nine hours per week; clerks at the Auckland and Devonport gasworks, forty-four hours per week; show-room staff, forty-four hours per week.

Overtime.

3. (a.) Any time worked beyond the forty-four hours in any one week shall be paid for at the rate of time and a half, but in no case shall the rates be less than 9d. per hour.

(b.) This clause does not apply to persons in receipt of £300 or over per annum.

Wages.

4. (a.) The minimum rates of pay for juniors shall be—

	Males.			Females.		
	Per Week.			Per Week.		
	£	s.	d.	£	s.	d.
First year	1	3	0	1	3	0
Second year	1	8	0	1	8	0
Third year	1	15	6	1	13	0
Fourth year	2	8	0	1	18	0
Fifth year	3	3	0	2	5	0
And thereafter	4	4	0	2	5	0
Female posting-machine operators—						
First year . . . . .	..	..	..	2	0	0
Second year and after . . . . .	..	..	..	2	10	0
Senior . . . . .	..	..	..	2	15	0

(b.) Employees over nineteen years of age entering an office without previous office experience shall be treated as if commencing the third year, and shall thereafter be paid according to the above scale for juniors.

(c.) Male clerks of the age of twenty-five years with not less than five years' experience shall receive £4 8s. per week.

(d.) The minimum rates of pay for the following employees shall be as follows :—

		Per Week.		
		£	s.	d.
Cashiers and ledger-keepers with more than three years' service with the company	.. .. .	4	19	0
Cashiers and ledger-keepers with less than three years' service with the company	.. .. .	4	14	0
Meter-readers	.. .. .	4	10	0
Collectors	.. .. .	4	5	0
Canvassers	.. .. .	4	4	0
Salesmen with more than one year's experience	.. .. .	4	0	0
Salesmen with less than one year's experience	.. .. .	3	9	0
Packer	.. .. .	3	18	0
Cleaner	.. .. .	3	13	0
Messenger	.. .. .	3	4	0

(e.) Any employee receiving a higher rate than herein prescribed shall not have his or her remuneration reduced.

Payment of Salaries and Wages.

5. All salaries and wages shall be paid weekly and in the employers' time, except by mutual agreement.

Casual Workers.

6. (a.) Casual workers may be employed at not less than 25 per cent. over the above rates, but by the hour.

(b.) A "casual worker" is one who is not employed continuously for more than two weeks.

Holidays.

7. (a.) The following shall be observed as full holidays, viz.: Christmas Day, Boxing Day, New Year's Day, and the day following Good Friday, Easter Monday, Anniversary Day, Labour Day, company's picnic day, and the birthday of the reigning Sovereign.

(b.) One holiday of fourteen days (exclusive of holidays specified above) on full pay shall be granted to each employee on completion of each year of service, and at a time to be mutually arranged.

(c.) An employee not completing a year of service shall be granted pay in lieu of holidays for the proportion worked.

(d.) Clause (c) shall not apply to any employee dismissed for misconduct.

Tea-money.

8. Employees when required to work overtime after 6 p.m. shall be allowed 2s. tea-money.

Under-rate Workers.

9. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 the employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

10. (a.) If any employer shall hereafter engage any worker coming within the scope of this agreement 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 a 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 agreement 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 1s. per week.

Reference.

11. Each employee on leaving or being discharged from his or her employment shall, on request, be given, within twenty-four hours' notice thereafter, a reference in writing stating the position held and length of service.

Interpretation.

12. Any matter incidental to or arising out of the agreement shall be determined by a committee consisting of two representatives appointed by each party to the agreement. In the event of no agreement being arrived at the matter shall be referred to the Conciliation Commissioner for the district, whose decision shall be final.

Term of Agreement.

13. This agreement shall come into force on the 1st day of August, 1923, and shall continue in force until the 31st day of July, 1925.

In witness whereof the parties hereto have executed these presents on the day and year first written above.

Signed on behalf of the Auckland Gas Company's Clerical and Show-room Employees' Industrial Union of Workers—

JAMES PURTELL.

DANIEL BRADLEY.

ED. T. BUCHANAN.

Signed on behalf of the Auckland Gas Company (Limited)—

E. W. ASHTON, Secretary.

S. E. WRIGHT.

JAMES J. ROGERS.

Witness to all above signatures—PAT. HALLY.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Auckland, pursuant to section 8 (1) of the said Act, on the 15th day of August, 1923.