

NEW ZEALAND.

DEPARTMENT OF LABOUR.

AWARDS, AGREEMENTS, ORDERS, AND DECISIONS

UNDER THE

Industrial Conciliation and Arbitration, Apprentices, and
Labour Disputes Investigation Acts.

(8071.) NEW ZEALAND WORKERS' UNION.—INDUSTRIAL AGREEMENT *RE* SIR W. G. ARMSTRONG, WHITWORTH, AND CO.'S (LIMITED) NEW ZEALAND CONTRACTS.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 15th day of January, 1925, between the Sir W. G. Armstrong, Whitworth, and Company (Limited) (hereinafter called "the employers") of the one part, and the New Zealand Workers' Union, a trade-union duly registered under the Trade-unions Act, 1908, of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say—

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 the agreement.

2. That 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.

1. (a.) Subject to the provisions of any award of the Court of Arbitration of New Zealand to which the employers may from time to time be a party and bound thereby, the following rates of wages shall be paid :—

	Per Hour.	
	s.	d.
Blacksmith, foreman	2	6
Striker-blacksmith	2	0
Tool-sharpener	2	2

	Per Hour.	
	s.	d.
Fitters, riveters, and turners	2	2
Plumbers	2	3
Painters	2	2
Carpenters	2	2½
Steam-shovel drivers	2	3
Loco.-drivers	2	3
Firemen, shovel	2	1
Firemen, loco.	2	1
Cleaners, loco.	1	8
Foreman carpenter, bridge	2	6
Carpenter, bridge	2	1½
Bridge labourers classified as skilled	2	0
Master launch, towing	2	9
Storeman	2	0
Watchman	1	10½
Guards	2	1
Wharf labourers, cement, coal, lime (1d. hour dirt-money)	2	2½
Engineer, leading hand	2	6
Blacksmiths	2	2½
Shunters	2	1
Concrete-work, tunnel (in wet concrete)	2	1
Concrete-work, ordinary (in wet concrete)	2	0
Compressor, head attendant	2	2½
Compressor, attendant	2	0½
	Per Week.	
	£	s. d.
Drivers, horse (one)	4	10 0
Drivers, horse (two)	4	15 0
(each additional horse, 3s. 6d. per week)		
Drivers, motor-lorry, up to 20 cwt.	4	15 0
Drivers, motor-lorry, 21 cwt. to 40 cwt.	4	17 6
Drivers, motor-lorry, 41 cwt. to 60 cwt.	5	0 0
Drivers, motor-lorry, over 60 cwt.	5	2 6
	Per Hour.	
	s.	d.
Fencer	2	0½
Ganger, tunnel	2	6
Ganger, concrete	2	3
Ganger, line-lifter	2	3
Ganger, navyy	2	3
Ganger, platelayer, tunnel	2	6
Ganger, platelayer	2	6
Ganger, quarry	2	3
Ganger, scoop	2	2
Carpenters' labourers	1	11½
Labourer	1	10½
Labourer, skilled	1	11½

		Per Hour.	
		s.	d.
Lifters, line	1	11½
Machinemen, tunnel	2	3
Machinemen, quarry	2	2
Packing-machine drivers	2	1
Platelayers	2	1
Power-house attendants	2	2
Puntmen	2	0
Quarrymen, working in quarry-face	2	1
Quarrymen, leading	2	2
Shift-boss, tunnel	2	3
Timberman and skilled tunneller	2	2
Truckers in tunnels	2	0
Wagoner, horse-driver	2	1½

(b.) Any worker not classified or embodied in schedule of interim rates of pay shall be paid not less than Arbitration Court award rates for the district where work is located.

Wet Places.

2. In all "wet places" six hours' work shall be considered a working-day, and shall be paid for as if eight hours had been worked. The question of "wet places" to be agreed upon by the check inspector and the contractors' agent. For the information of contractors' agent and check inspector, the following interpretation is laid down for their guidance:—

Above Ground.—Where men are required by the contractors' agent to work in the rain and they get wet it shall be deemed a "wet place."

Underground.—Where men are required to stand in water 3 in. or over in depth, or where water is dripping on them, it shall be deemed a "wet place."

Overtime.

3. No overtime whatever is to be admitted by engineers if avoidable. When overtime is unavoidable it shall be computed after four and one-half hours have been worked on Saturdays and eight and one-half hours on any other day (Sundays and holidays excepted), and shall be paid for at rate and one-half for the first four hours, and thereafter at double time; except in "wet places."

"Wet place" overtime shall be computed and paid for after six hours have been worked on any one day, except Saturdays, when overtime shall be computed after three hours have been worked, at rate and one-half.

Double rates will be paid for all time worked on Sundays or holidays.

No work shall be permitted on holidays or Sundays except in cases of extreme urgency.

Horse or motor drivers or other weekly workers are to be paid overtime at rate and one-half for all time worked on the job in excess of forty-seven hours per week.

	Per Hour.	
	s.	d.
Fitters, riveters, and turners	2	2
Plumbers	2	3
Painters	2	2
Carpenters	2	2½
Steam-shovel drivers	2	3
Loco.-drivers	2	3
Firemen, shovel	2	1
Firemen, loco.	2	1
Cleaners, loco.	1	8
Foreman carpenter, bridge	2	6
Carpenter, bridge	2	1½
Bridge labourers classified as skilled	2	0
Master launch, towing	2	9
Storeman	2	0
Watchman	1	10½
Guards	2	1
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Engineer, leading hand	2	6
Blacksmiths	2	2½
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Quarrymen, working in quarry-face	2	1
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Horse or motor drivers or other weekly workers are to be paid overtime at rate and one-half for all time worked on the job in excess of forty-seven hours per week.

Hours of Work.

4. (a.) The working-time per week shall not exceed forty-seven hours.

(b.) The working-time per day shall not exceed eight and one-half hours for the first five working-days of the week, and four and one-half hours on Saturday.

(c.) Work shall commence not earlier than 7.30 a.m., and shall cease at 5 p.m., and one hour shall be allowed for dinner, except on Saturday, when work shall cease at 12 noon. Notwithstanding the foregoing an employer shall have the right to work shifts at ordinary rates at other than the hours specified herein.

(d.) In tunnel-work the hours shall not exceed forty-four per week.

(e.) All shift-work shall cease not later than 8 p.m. on Saturday.

Shifting-time.

5. All time occupied in shifting camp shall be paid for at current rates; such shifting-time to include the time occupied in dismantling old camp and travelling to new camp, as well as erection of such new camp. If dismantling and re-erecting be done by the company, payment will only be made for time occupied in actual travelling. If men erect or dismantle, or both, they shall be paid for such time, as well as the time occupied in travelling; such time to be reasonable and agreed upon by the contractors' agent and the check inspector beforehand.

Provision of Tools.

6. All tools shall be supplied by the employer, but their value shall be held by the company until they are returned to the store-keeper.

Slips and Washaways.

7. In cases of emergency, where men are required to work long hours under adverse conditions, reasonable refreshments, such as tea or coffee and food, shall be provided at the expense of the company.

Co-operative Work.

8. Present co-operative system to continue.

Co-operative Contracts.

9. The contractors' agent or other responsible officer letting a co-operative contract shall prepare a plan and specification for such a co-operative contract, showing accurately the quantities of work contained in such contract, and shall fix a price to such quantities of work as will permit a fair average workman to earn a daily wage equal to the current rate of wages in the district in which the work is located.

When a co-operative contract is let, the contractors' agent or other officer letting same shall supply the co-operative contractor with a copy of the plans and specifications relating to the contract, and also a schedule of quantities and prices, signed by him, and shall also keep

a copy of the contract plans, specifications, and schedule signed by the co-operative contractor.

After a co-operative contract is signed, the quantities shall not be altered or varied unless the scope of the work is definitely reduced or increased; but if the scheduled prices in the contract are found to be too high or too low, the contractors' agent or other officer in charge of the work may, after giving the co-operative contractors six clear days' notice in writing, reduce or increase such prices, and fix them at such rate as will permit a fair average workman to earn a daily wage equal to the current rate of wages ruling in the district where the work is located; or the contractors' agent or other officer in charge may, in his discretion, after giving the co-operative contractors six clear days' notice, terminate the contract.

When the nature of the material encountered varies, the rate at which the new material is to be shifted shall be fixed at the earliest date possible, and the amended price shall cover all such material shifted whether before the fixing of the new price or subsequently.

Earthwork co-operative contracts for cuttings or embankments entailing long leads shall have the prices arranged on a graduated scale, according to the length of the lead, in order to safeguard against the contract being abandoned as the lead lengthens. Lead prices after the first 2 chains, 1d. per yard on each additional 2 chains.

Payments.

10. *Payment of Wages.*—All employees shall be paid fortnightly. If any worker is required to go to his employer's office to receive his wages, he shall do so in his employer's time. If a worker is dismissed or leaves, he shall be paid his wages on day of his dismissal.

Injured workmen receiving medical attention to be paid compensation under Compensation for Accidents Act fortnightly, provided satisfactory medical certificates and addresses of injured workmen are supplied to the contractors' agent in conformity with Compensation Act.

Holidays.

11. Double time shall be paid for work done on Sunday, New Year's Day, Anzac Day, Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day, or the Sovereign's birthday.

Horse-hire.

12. The maximum rates for horse-hire shall be as follows:—

8s.	per day when oaten chaff at £8 per ton.		
8s. 6d.	„	£9	„
9s.	„	£10	„
9s. 6d.	„	£11	„
10s.	„	£12	„
10s. 6d.	„	£13	„
11s.	„	£14	„
11s. 6d.	„	£15	„
12s.	„	£16	„

The price of chaff to be determined by the least cost at which it can be delivered on to the work in lots of not less than 1 ton.

The suitability of horses for the work to be decided by the contractors' agent and the check inspector.

Underground Ventilation.

13. Ventilation to be subject to the requirements of the Mines Act as applicable to quartz and alluvial mining.

Ventilation.

14. In all drives and tunnels where the air is bad adequate provision shall be made whereby workers at the face shall be supplied with fresh air equivalent to 30 cubic feet per man per minute.

Hutments.

15. In conformity with contract clause. Rents: Single men—2s. per week, where cookhouse provided. Rent to be deducted from wages.

A delegate shall be appointed by the boarders, who shall work in conjunction with the company's representative. Their duties shall be to attend to cleanliness and quality of food. No employee shall keep boarders within half-mile of company's cookhouse.

Tents.

16. Where there is no cookhouse men shall be provided with tent extra for cooking purposes.

That a hut, 20 by 10, with forms and table, shall be erected at each camp, and union to keep clean and also be responsible for any damage done to same.

Baths and Drying-rooms.

17. Suitable bathing conveniences, with hot and cold water, as well as a drying-room, shall be established at each camp.

Sanitation.

18. That earth-closets, with doors and seats and urinals attached, be provided—one for every six hutments; closets and urinals to be regularly disinfected and, when required, shall be removed by the company.

Cleansing and Disinfecting.

19. Upon hutments becoming vacant they shall be cleansed and disinfected before again being reinhabited, at the cost of the contractors; but if the hut is left in an unreasonably dirty or damaged condition, the cost of renovations will be charged against the employee

who vacated. If a man allocated to a hut considers the same not in proper order, he shall call the overseer's attention thereto, and the question of his absence of liability to make good any damage shall be settled in advance.

Preference to Unionists.

20. If the 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 such a member, the employer shall dismiss such worker from his service if requested to do so by the New Zealand Workers' 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.

Grievances.

21. Complaints direct from local representatives of the union *re* disputes will not be recognized by the chief engineer unless they come through the head office of the union.

All matters not provided for shall be decided by the contractors' agent and the representative of union.

Accidents.

22. A modern first-aid emergency case, fully equipped, shall be kept by the employer in a convenient and accessible place where the union secretary shall deem it necessary.

Workers' Representative.

23. The Workers' representative shall have the right of entry to all jobs to which the employer can reasonably give such right.

Subcontractors.

24. Subcontractors employing labour shall be parties to this agreement, and shall observe conditions and rates of pay herein contained, except under special circumstances to be agreed to.

Scope of Award.

25. Sir W. G. Armstrong, Whitworth, and Company's (Limited) New Zealand contracts

Duration.

26. This industrial agreement shall operate and take effect as from the date hereof, and shall continue in force until the 30th day of April, 1927, and thereafter in terms of section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, and shall

be deemed to be an amendment of and to operate in substitution of the industrial agreement entered into between the parties hereto on the 23rd day of October, 1924.

Signed for and on behalf of the employers, Sir W. G. Armstrong, Whitworth, and Company (Limited), by their duly authorized agent and attorney—

F. H. GREENHOUGH, Attorney.

Witness—B. L. Hammond, Assistant Secretary, Wellington.

Signed for and on behalf of the New Zealand Workers' Union by its duly authorized agent—

ARTHUR COOK, Secretary.

Witness—B. L. Hammond, Assistant Secretary, Wellington.

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.
