

(8142.) NORTHERN INDUSTRIAL 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 Trades Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

- Allis Engineering Company, 440 Mount Eden Road, Auckland.
- Allum Electrical Company, Brunswick Buildings, Queen Street, Auckland.
- Alton and Norton, 32 Kowhai Street, Kingsland.
- Anderson and Co., 20 Durham Street, Auckland.
- Andrews, B. H., and Co., Frankton Junction.
- Armiger Curtis, Lake Road, Devonport.
- Armstrong, Whitworth, and Co. (Limited) (Sir H. G.), Arapuni and branches.
- Atkinson, Alfred, Whangarei.
- Auckland City Council, Auckland (excluding Tramways Department).
- Auckland Farmers' Fertilizer Company, Auckland.
- Auckland Farmers' Freezing Company, Auckland.
- Auckland Gas Company, Auckland.
- Auckland Harbour Board, Auckland.
- Auckland Hospital Board, Auckland.
- Baildon, G., 245 Great North Road, Auckland.
- Barker, G. H., 464 Queen Street, Auckland (and branches).
- Battson, James Henry, Thames.
- Billings, G. E., 273 Ponsonby Road, Auckland.
- Blomfield, C. R., Cliff Road, St. Heliers Bay.
- Brooker, A., Ward Terrace, Kingsland.
- Burke and Parsons, Eden Terrace.
- Burnand and Clark, Customs Street, Auckland.
- Burns, John (Limited), Customs Street, Auckland.
- Burt, C. and T. (Limited), Customs Street, Auckland (and branches).
- Bycroft Limited, Cambridge.
- Cambridge Power Board, Cambridge.
- Central Power Board, Hamilton.
- Chandler and Co., Auckland.

- Colonial Sugar Refining Company, Chelsea.
 Connelly, John, Thames.
 Court, George, and Sons, Karangahape Road, Auckland.
 Court, John (Limited), Queen Street, Auckland.
 Crosher and Sons, Lorne Street, Auckland.
 Darvill and Barley, Swanson Street, Auckland.
 Devonport Steam Ferry Company, Auckland.
 Dingle, B. J., 28 Khyber Pass, Auckland.
 Eden Electrical Company, Dominion Road, Auckland.
 Eels, G. F., Great North Road, Auckland (and branches).
 Electrical Appliances (Limited), 175 Queen Street, Auckland.
 Electrical Construction Company, Fort Street, Auckland.
 Electrical Equipment Company (Limited), Fanshawe Street, Auckland.
 Electrical Products, Queen Street, Auckland.
 Evans, K., Devonport.
 Flewellyn, Herbert, Whangarei.
 Franklin Power Board, Pukekohe.
 Gillett Motors, Albert Street, Auckland.
 Green, M. and F., Manukau Road, Epsom (and branches).
 Hadfield, F. H., M.I.E.E., Albert Street, Auckland.
 Haig and Clarke, King Edward Street, Dominion Road, Auckland.
 Hancock and Co., Khyber Pass, Auckland.
 Hardleys Limited, Newmarket (and branches).
 Harper, Henry, Church Street, Devonport.
 Harris and Bindon, Khyber Pass, Auckland.
 Hassan, Henry, Lake Road, Hamilton.
 Hayhow, H., Hobson Street, Auckland.
 Hazemann, Queen Street, Onehunga.
 Hellaby, R. and W., Shortland Street, Auckland.
 Hillyar, Augustus, Ulster Street, Hamilton.
 Hunt, E., Auckland.
 Hunt, G. H., and Son, 128 Ponsonby Road, Auckland.
 Jones, G. F., Grey Street, Hamilton.
 Jones, L. F., and Co., Karangahape Road, Auckland.
 Kauri Timber Company, Auckland.
 Keith and McNaughton, Exchange Land, Auckland (and branches).
 Kempthorne, Prosser, and Co., N.Z. Drug Company, Albert Street, Auckland.
 Kirkwood and Thurston, Seekirk Street, Hamilton.
 Knight, Cedric L., Rotorua.
 Lawsons Proprietary, Shortland Street, Auckland.
 Lauchlan, Robert, Anglesea Street, Hamilton.
 Lawrence and Hanson, Hamilton.
 Leach, W. A., 166 Great South Road.
 Letts, W., Opotiki.
 Lever and Moores, Cornwall Park Avenue, Epsom, Auckland.
 Leyland O'Brien, Auckland.
 Lion Brewery Company, Khyber Pass, Auckland.
 Lovel and Green, 57A Brighton Road, Parnell.
 McDonald, R., Victoria Lane, Auckland.
 McKee, Stewart T., Richmond Avenue, Grey Lynn.
 Miller, J. A., Fort Street, Auckland.
 Milne and Choyce (Limited), Queen Street, Auckland.
 Muir Gold-reefs.
 Mullenger and Fray, Wellesley Street West, Auckland.
 National Electrical and Engineering Company, Customs Street, Auckland
 (and branches).
 Niven, J. J., and Co., Customs Street, Auckland.
 N.Z. Battery Company, Albert Street, Auckland.

O'Connell, W., Islington Street, Herne Bay, Auckland.
 Opotiki Borough Council, Opotiki.
 O'Rourke Bros., Otorohanga.
 Otorohanga Borough Council, Otorohanga.
 Paeroa Borough Council.
 Page, George, Remuera Road, Auckland.
 Paine, A. P., Auckland.
 Parker, Alex., Burgess Road, Devonport.
 Penman, William, Auckland.
 Petherham, Huntly.
 Plumbing and Electrical Supplies, Pukekohe.
 Porter, A., Mount Albert, Auckland.
 Price, A. and G., Thames (and branches).
 Reiddy and Robertson, Auckland.
 Reliance Electrical Company, Dunbar Street, Dominion Road, Auckland.
 Riley, A. D., High Street, Auckland.
 Roberts, J. F., Anglesea Street, Hamilton.
 Roberts, V. J. and F., Hobson Street, Auckland
 Rotoraru Collieries Company.
 Rudge Electrical Company (Limited), Auckland.
 Schofield and Co., Broadway, Newmarket.
 Steele, Thomas, Brookfield Street, Hamilton.
 Stubbs, C., 2 Shore Bay Road, Devonport.
 Sullivan, F., High Street, Auckland.
 Swales, J. H., and Sons, Jervois Road, Auckland.
 Taumarunui Borough Council, Taumarunui.
 Tauranga Borough Council, Tauranga.
 Te Aroha Borough Council, Te Aroha.
 Te Awamutu Borough Council, Te Awamutu.
 Te Kuiti Borough Council, Te Kuiti.
 Thames Valley Power Board, Thames.
 Thompson, Roy, Auckland.
 Trevithick, High Street, Auckland.
 Turnbull and Jones (Limited), Auckland (and branches).
 Waikato Co-operative Dairy Company, Frankton.
 Waitomo Power Board, Waitomo.
 Watson, Steele, and Ganley, Wellesley Street West, Auckland.
 Wenham, Douglas, Hamilton.
 Weston Electric, High Street, Auckland.
 Whangarei Borough Council, Whangarei.
 Wharfe, O. M. R., Pukekohe.
 Williamson, L., Glenmore, Auckland.
 Williamson, S. N., Swanson Street, Auckland.
 Willis Bros., Te Aroha.
 Wilson and Horton, Queen Street, Auckland.
 Wilson's Portland Cement Company, Customs Street East, Auckland.
 Wyatt and Sons, Pukekohe.

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, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force until the 4th day of March, 1926, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 23rd day of April, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Interpretation.

1. (a.) "Electrician's work" shall be deemed to mean and include the construction, erection, installation, and repairing of electric light, electrical appliances of all descriptions, electric generators, motors, controllers, switchboards, transformers, electric lifts, boosters, storage batteries, fire-alarms, telephones, radiators, and all electrical machinery used for the conversion of mechanical power to electrical power and *vice versa*. "Armature-winding" consists of the winding and repairing of all kinds of armatures and stators, the making-up of all material and insulations required therewith.

(b.) Nothing in this award contained shall apply to the construction, erection, or repairing of the mechanical portion of any of the above-mentioned appliances or machinery by a mechanical engineer.

Wages.

2. (a.) Journeymen electricians and armature-winders shall be paid not less than 2s. 2d. 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 2s. 5d. per hour.

Dirt-money.

3. (a.) Dirt-money at the rate of 1s. per day or portion of a day shall be paid for all work done by any worker covered by the provisions of this award in cement-works, chemical-works, soap-works, foundries, tunnels, or in freezing-chambers while freezing is being carried on, or storage-battery work, or on such other work as may be mutually agreed upon as coming under the term "dirty work." This clause shall not apply to vehicular storage battery work.

(b.) Workers not regularly employed at manure-works shall receive 2s. per day extra when employed at repair work at manure-works.

(c.) Cement-works: Work performed in clinker-grinding mills only shall be considered as coming within the scope of this clause.

Hours of Work.

4. 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.

5. (a.) All time worked in excess of the time mentioned in clause 4 hereof in any one day shall be paid for at the following rates: Time and a half for the first four hours, and double time thereafter.

(b.) For time worked on New Year's Day and the following day, Anniversary Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and 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.

(c.) Any worker having worked all day and night, and being required to continue working on into the next day, shall be paid double-time rates for all such time worked.

(d.) Any worker having worked all day and having continued to work till after midnight shall be given eight hours off or be paid at double rates for all time worked on the second day.

(e.) Any worker who may work continuously until after the cessation of public wheeled traffic, and who may cease work before the ordinary time of starting, shall be paid for time travelling to his home, computed on three miles per hour, at ordinary rates.

(f.) Notice of closing down for Christmas holidays shall be placed in a conspicuous place in the shop at least seven days before the holidays.

(g.) Where a worker is engaged continuously on an overtime job overtime rates shall continue until the worker is released from work.

Suburban Work.

6. (a.) Work done elsewhere than at the shop of the employer and over one and a half miles from the corner of Symonds Street

and Khyber Pass in the case of Auckland, or from the chief post-office in any other town, shall be considered suburban work, and journeymen 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 mile-and-a-half radius before mentioned shall be allowed and paid for by the employer. No journeyman residing less than one and a half miles 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 journeyman 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 train or ferry it is inconvenient to work the hours specified in clause 4 hereof it shall be competent for the workers and the employer, with the consent of the union, to agree that the hours of work be extended: Provided that in no case shall work commence before 7.30 a.m., or exceed nine hours per day or forty-four hours in any week, at the rates of pay provided by 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 after such agreement is made.

Country Work.

7. (a.) "Country work" shall be deemed to mean 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 the 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 his 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 10s. 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 day occupied by him in travelling even though the hours occupied may exceed eight hours, unless he is on the same day occupied in working for his employer.

(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 in clause 4 hereof.

Pay-day.

8. 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 leaving or being discharged he shall be paid the wages due to him in full the same day.

Termination of Engagement.

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

Tools.

10. The employer, on the coming into operation of this award, shall see that each journeyman is supplied with conduit-fitting tools, which shall comprise stocks and dies, pipe-vice, hack-saw blades, and files, and when necessary shall provide soldering-bolts, plugging-chisels, blow-lamps, snips, spanners, and footprint pliers (when of unusual size). In the event of tools being lost through carelessness on the part of the employee, they shall be replaced by the employee responsible for their safety.

Battery-work.

11. (a.) Any worker while working at installing or overhauling stationary storage batteries shall be provided with overalls.

(b.) When employed on vehicle batteries they shall be supplied with rubber aprons.

Preference.

12. (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 seven 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 this 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 9d. per week.

(c.) Whenever an employer shall employ a worker who is not a member of the union he shall within three days thereafter give notice in writing of such employment to the secretary of the union.

Under-rate Workers.

13. (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 Awards 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.

Meal-money.

14. When an employee is required to work overtime after 6.30 p.m. also after 11 p.m., and on Saturdays after 1 p.m., 1s. 6d. shall be allowed in addition to his wages to procure a meal, such allowance to be paid to him at the time the work is required to be done, provided he cannot reasonably get home for a meal.

Matters not provided for.

15. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Exemptions.

16. The foregoing provisions of this award shall, in respect, of the employers mentioned in subclause (e) hereof, be modified in the manner following, that is to say :—

(a.) Forty-four hours shall constitute a week's work, but may be worked within such hours as the exigencies of the employment may reasonably require, but shall not exceed eight in any one day.

(b.) Overtime shall be paid for any time worked in excess of eight hours on five days of the week, or four hours on the statutory half-holiday, at the rate of time and a half for the first four hours and thereafter double time.

(c.) Clause 8 of the said award shall not apply to the said employers.

(d.) 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' or Engineers' award in force during the currency of this award.

(e.) The following are the parties above referred to :—

A. and G. Price (Limited), Thames.

The Auckland City Council, Auckland.

The Auckland Harbour Board, Auckland.

The Colonial Sugar-refining Company, Auckland.

The Devonport Steam Ferry Company, Auckland.

The Opotiki Borough Council, Opotiki.

The Tauranga Borough Council, Tauranga.

The Te Kuiti Borough Council, Te Kuiti.

The Whangarei Borough Council, Whangarei.

Wilson's (N.Z.) Portland Cement Company (Limited), Auckland.

(f.) The following special provisions shall apply in respect of Sir W. G. Armstrong, Whitworth, and Co. (Limited) :—

The said company shall be bound only by those provisions of this award prescribing minimum rates of wages, and shall be exempted from the operation of all the other provisions of this award if and so long as the said company shall, in respect of all conditions of employment and other matters, contract with its workers on terms not less favourable to those workers than those contained in the industrial agreement made between the said company and the New Zealand Workers' Union, dated the 23rd day of October, 1924, and any amendments thereof.

Scope of Award.

17. This award shall operate throughout the Northern Industrial District excepting that portion which is included in the Gisborne Judicial District.

Term of Award.

18. This award in so far as it relates to wages shall be deemed to have come into force on the 5th day of March, 1925, and so far as all the other provisions of this award are concerned it shall come into

force on the day of the date hereof ; and this award shall continue in force until the 4th day of March, 1926.

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 23rd day of April, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award, with the exception of the special provisions relating to Sir W. G. Armstrong, Whitworth, and Co. (Limited), embodies, without alteration, the recommendations of the Conciliation Council, which the parties agreed to accept.

[L.S.]

F. V. FRAZER, Judge.

(8267.) NORTHERN INDUSTRIAL DISTRICT (EXCEPT GISBORNE JUDICIAL DISTRICT) ELECTRICAL WORKERS.—ADDING PARTIES TO 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 the Northern Industrial District (except Gisborne Judicial District) Electrical Workers' award, dated the 23rd day of April, 1925, and recorded in Book of Awards, Vol. XXVA, p. 244.

Monday, the 6th day of July, 1925.

Upon reading the application of the union party to the Northern Industrial District (except Gisborne Judicial District) Electrical Workers' award, dated the 23rd day of April, 1925, and recorded in Book of Awards, Vol. XXVA, p. 244, which application was filed herein on the 10th day of June, 1925, and upon hearing the duly appointed representative of the said union and such of the persons, firms, and companies hereinafter named as appeared either in person or by their representative duly appointed, this Court doth order that the following be and they are hereby added as parties to the said award as from the day of the date hereof:—

United Repairing Company (Limited), Quay Street, Auckland,
Electrical Contractors.

Lindsay, M., Pukekohe, Electrical Contractor.

[L.S.]

F. V. FRAZER, Judge.

(8472.) NORTHERN INDUSTRIAL DISTRICT (EXCEPT GISBORNE JUDICIAL DISTRICT) ELECTRICAL WORKERS.—ADDING PARTY TO 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 the Northern Industrial District (except Gisborne Judicial District) Electrical Workers' award, dated the 23rd day of April, 1925, and recorded in Book of Awards, Vol. XXVA, p. 244.

Wednesday, the 9th day of December, 1925.

UPON reading the application of the union, party to the Northern Industrial District (except Gisborne Judicial District) Electrical Workers' award, dated the 23rd day of April, 1925, and recorded in Book of Awards, Vol. XXVA, p. 244, which application was filed herein on the 6th day of November, 1925, and upon hearing the duly appointed representatives of the said union and the undermentioned club, this Court doth order that the undermentioned club be and it is hereby added as a party to the said award as from the day of the date hereof :—

Auckland Racing Club (Auckland).

[L.S.]

F. V. FRAZER, Judge.