

**(10322.) AUCKLAND PLUMBERS AND GASFITTERS.—INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 10th day of October, 1932, between—

- A. E. Harpham, 507 New North Road, Mount Albert  
 J. W. Holmes, 5 Grove Road, Mount Albert  
 W. A. Sakey, 130 Valley Road, Mount Eden  
 C. C. McLiver, 250 Dominion Road, Mount Eden  
 H. W. Day, 186 Dominion Road, Mount Eden  
 A. P. Hartnoll, 59 Grange Road, Mount Eden  
 A. Mounsey 12 Hasbury Avenue, Mount Eden  
 H. A. Tattersall, 180 Balmoral Road, Mount Eden  
 E. I. Wright, 16 Rocklands Avenue, Mount Eden  
 N. Person, 16 Richmond Avenue, Grey Lynn  
 R. J. Griffiths, 146 Richmond Road, Grey Lynn  
 H. Jenkin, 18 Schofield Street, Grey Lynn  
 Ireland and Small, 159 Great North Road, Grey Lynn  
 W. Murray, 36 Pompallier Terrace  
 J. R. Halkett, 34 Third Avenue, Kingsland  
 W. Mason, 37 George Street, Newmarket  
 G. H. Watkinson, 91 Trafalgar Street, Onehunga  
 A. C. Barton, 26 Marewa Road, Green Lane  
 W. H. Grant, 174 Great South Road, Green Lane  
 W. A. Mattson, Onslow Road, Ellerslie  
 W. Wallbank, 11 Campbell Road, Grey Lynn  
 S. Hotchin, Elizabeth Street, Ponsonby  
 H. J. Cain, 67 West Street, Auckland  
 J. Hyland, 78 Brown Street, Ponsonby  
 A. F. Hicks, 125 Symonds Street  
 G. G. Crookall, 196 Sandringham Road, Mount Albert  
 C. Osborne, 15 Kingston Street  
 J. T. Richards, 41 Dryden Street, Grey Lynn  
 W. Porteous, 9 Edgars Road, Grey Lynn  
 J. C. Williams, 43 Pine Street, Mount Eden  
 R. Leather, 4 Burnley Terrace, Mount Eden  
 F. J. Wilson, 1 Dublin Street, Ponsonby  
 V. C. North, 20 Komaru Street, Remuera  
 C. M. Culpin, 53 Green Lane, Remuera  
 H. J. Ross, 13 Puriri Avenue, Ellerslie  
 M. L. Watkins, 21 Karetu Road, One Tree Hill  
 G. C. Coutts, 18 Bell Road, Remuera  
 H. C. Goodison, 43 Sackville Street, Grey Lynn  
 W. Cheshire, 19 Costley Street, Ponsonby  
 A. H. Battersby, 345 New North Road, Kingsland  
 F. Green, 133 Shackleton Road, Mount Eden  
 J. Barnes, 46 Leslie Avenue, Mount Albert  
 H. J. Schofield, 15 Arabi Road, Mount Albert

all of Auckland, plumbers and gasfitters (each hereinafter referred to as "the employer"), of the one part, and the Auckland Plumbers and Gasfitters' Industrial Union of Workers, whose registered address is 5 Trades Hall, Auckland (hereinafter referred to as "the union") of the other part, witnesseth that it is hereby 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 incorporated in and 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.

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#### SCHEDULE.

##### *Hours of Work.*

1. Except as hereinafter provided, the hours of work shall be from 8 a.m. to 5 p.m. on every week-day except Saturday, and on Saturday from 8 a.m. to noon.

One hour shall be allowed for dinner on each day except Saturday, but an employer may agree with his workers to allow not less than half an hour for dinner so that work shall cease between 4.30 p.m. and 5 p.m.

##### *Wages.*

2. (a) The minimum wage for a plumber or gasfitter shall be 2s. 0½d. per hour.

(b) On all outside jobs the worker responsible for carrying out the work and who gives instructions to the other workers shall be paid not less than 1s. per day in addition to the above-mentioned wages.

##### *Payment of Wages.*

3. (a) All wages shall be paid in cash weekly, not later than Friday, within working-hours, either on the works or at the employer's workshop.

(b) In the event of Friday being a holiday, wages shall be paid under the same conditions as set out in subclause (a) hereof on the day preceding the holiday.

(c) When a worker is discharged, or leaves at any time other than the ordinary pay-time for the week, he shall be paid without delay all wages due to him at the time of his dismissal or time of leaving, as the case may be.

*Overtime.*

4. (a) All work done outside of or in excess of the hours mentioned in clause 1 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter; but, notwithstanding the foregoing, any time worked between the hours of 10 p.m. each day except Saturday, and 5 p.m. on Saturdays and the ordinary time for commencing work next morning shall be paid for at double-time rates. Workers required to commence work between the hours of 6 a.m. and the ordinary time for commencing work shall be paid at the rate of time and a half for such time.

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

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

(d) For work done on Sunday, New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, or Boxing Day, shall be paid for at double time rates.

(e) If any of the holidays specified in this clause is generally observed in any locality on some other day, such other day shall be deemed to be the holiday for the purposes of this agreement.

(f) Any time worked in excess of five hours without time being allowed for a meal shall be paid for at double time rates.

(g) Any worker working overtime and being unable to reach his home by the usual public means of travelling, then his employer shall provide a conveyance.

*Suburban Work.*

5. (a) "Suburban work" means work performed outside a radius of one and a half miles from the employer's place of business, but does not in any case include work which comes within the definition of "country work."

(b) Workers employed on suburban work 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 in each case determine. Time reasonably occupied by the workers in journeying or time occupied in conveying the workers to and from such work beyond the one and a half miles radius shall be allowed and paid for by the employer at ordinary rates.

(c) No worker residing within one mile 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.

*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) Any worker employed upon 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 or discharged by the employer, or returns in consequence of sickness or accident requiring medical attention, and contracted during the course of his employment, except in case of accident occurring in circumstances not incidental to the employment.

(c) When the work is situated less than fifty miles from the employer's place of business the worker shall be refunded his return railway fare to and from the place of engagement once every four weeks during the continuance of the work.

(d) When the work is situated over fifty miles from the employer's place of business the refund shall be made once in each three months.

(e) Time occupied in travelling shall be paid for once each way at ordinary rates, but no worker shall be paid more than an ordinary day's wage for any working-day occupied by him in travelling although the hours occupied may exceed eight, unless he is on the same day occupied in working for his employer: Provided that any worker who is called upon to travel more than four hours on a Saturday shall be paid for eight hours.

(f) Workers employed upon country work shall be paid an additional sum of 5s. per day for six days in the week, but the employer may in lieu thereof provide them at his own expense with suitable board and lodging: Provided that where, through circumstances within the control of the employer, a worker is employed upon country work for a period less than six consecutive days, the employers shall provide, or cause to be provided, to such worker suitable board and lodging, and cannot elect to make payment of the allowance referred to in lieu thereof.

(g) Notwithstanding anything herein contained, any employer and his workers may agree in writing that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed without payment of overtime, but so that not less than the minimum rate of wages per hour hereinbefore prescribed shall be paid to such worker: Provided that for work done on Sundays double time shall be paid.

*Subletting.*

7. It shall be a breach of this agreement for any employer to enter into any contract or sublet any work coming within the scope of this

agreement on a "labour only" basis, and any worker contracting or taking work on a "labour only" basis shall be guilty of a breach of this agreement.

*Notice of Leaving or Dismissal.*

8. In case of dismissal, except for misconduct, of any worker, or of any worker leaving on his own accord, not less than two hours' notice shall be given on either side. Any moneys due at such time shall be paid without delay.

*Under-rate Workers.*

9. (a) Any worker who considers himself incapable of earning the minimum wage fixed by the 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 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.

*Preference.*

10. (a) If any employer shall since the 2nd day of January, 1928, have engaged or 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 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 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, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

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

#### *Bicycles.*

11. Any worker using his own bicycle on the employer's business shall be paid 2s. per week in addition to his ordinary wages, or in lieu thereof, by mutual agreement in writing between the employer and the worker, may be paid 1d. per mile or portion of a mile

#### *Tools.*

12. (a) Employers shall provide journeymen with soldering-bolts, pipe-fitting tools, metal-pots, springs, hack-saw blades, mandrels, and files. Journeymen shall find all other tools required for their work, including pipe-fitting tongs up to 1 in. pipes. All tools shall be returned in good condition, reasonable wear-and-tear excepted, or they shall be paid for by the employees. Lamps shall be kept in good repair by the employer.

(b) Where work is done elsewhere than at the place of business of the employer he shall provide, when necessary, upon the premises where the work is to be done, a properly secured place for the tools of the employer and the employee.

#### *Carrying Materials.*

13. Workers carrying materials or a kit of tools to and from the employer's shop or place of work outside the hours specified in clause 1 hereof shall be paid at the rate of time and a half.

*Dirty Work and Special Working Conditions.*

14. (a) Workers employed outside the shop repairing hot-water services at boiler, or between boiler and cylinder where top plate or covering of range has to be removed, cleaning septic tanks, or clearing drains or soil-pipes, shall be paid 1s. 6d. per day extra.

(b) Ships: Any worker employed at dirty work, such as under lower platform of engine-room or in bilges, or confined spaces about the ship's boilers (that is to say, between ship's sides and boilers), between bulkhead and back end of single-ended boilers, or in tunnels, or in tanks, or clearing or repairing choked scupper-pipes shall be paid 1s 6d. per day as dirt-money. On all ships carrying crude oil in bulk, workers required to work in the tank-holds, or on pipes where the workers are necessarily in contact with crude oil, shall be paid 2s. 6d. per day in addition to the ordinary rate of wages.

(c) Any worker working with pumice, charcoal, or silicate in connection with insulation work in any confined or unventilated space, or where the air is impregnated with the dust of any of these materials, or employed where recent fumigation has occurred, or in freezing-chambers, or cool storage where the temperature is 40 degrees or less, shall be paid 3d. per hour higher rates of wages while so employed, and shall be allowed ten minutes spell after two hours have been worked continuously, without any reduction of wages.

(d) Any worker required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid his ordinary-time rates in addition to the rates otherwise payable to him. No worker shall be compelled to work in any place where the temperature has been raised above 150 degrees.

(e) All bosun-chair work shall be paid for at the rate of 1s. 6d. per day extra.

(f) The "day" for the purposes of the agreement shall mean any portion of the twenty-four hours a worker shall be employed at that work.

*Meal-money.*

15. In the case of workers who cannot reasonably journey to and from their homes for meals being called back to work after 6 p.m. on any day, the employer shall provide them with a meal, or, at the employer's option, pay each such worker 1s. 6d. tea-money. Irrespective of any meal due or tea-money payable under the foregoing, in the event of any worker situated as aforesaid being called back to work after 1 p.m. on Saturday and not having been given notice on the day previous of his being required to so work, the employer shall provide such worker with a midday meal, or, at the employer's option, pay such worker 1s. 6d. meal-money.

*Interpretation.*

16. "Plumbing-work" shall be deemed to mean and include lead-burning, ships' plumbing, all sanitary work, gasfitting, hot- and

cold-water fitting, hot-water and heating apparatus; fixing of composition corrugated roofing; fixing of roofing, spouting, downpipes, gutters, valleys, and flushings in any metal; iron drainpipes and vents to any house or building: Provided that this definition shall not operate to prevent a carpenter from fixing corrugated composition or iron roofing, or to prevent any engineer from doing work in connection with the fitting of hot-water or heating apparatus which does not come under the provisions of the Plumbers Registration Act.

*Term of Agreement.*

17. This agreement shall come into force on the 14th day of November, 1932, and shall continue in force for a period of two years.

In witness whereof the parties hereto have hereunto set their hands the day and year hereinbefore written.

A. E. HARPAM.	H. J. CAIN.
J. W. HOLMES.	S. HOTCHIN.
W. A. SAKEY.	JAS. HYLAND.
C. C. McLIVER.	A. FRANCIS HICKS.
H. W. DAY.	G. G. CROOKALL.
A. P. HARTNOLL.	CHAS. OSBORNE.
A. MOUNSEY.	J. L. RICHARDS.
H. A. TATTERSALL.	WM. PORTEOUS.
E. I. WRIGHT.	J. C. WILLIAMS.
N. PERSON.	R. LEATHER.
ROBT. J. GRIFFITHS,	F. J. WILSON.
H. JENKIN.	V. C. NORTH.
IRELAND AND SMALL	C. M. CULPIN.
(Per J. IRELAND).	H. J. ROSS.
W. MURRAY.	M. L. WATKINS.
J. R. HALKETT.	G. C. COUTTS.
WM. MASON.	H. C. GOODISON.
G. H. WATKINSON.	WILLIAM CHESHIRE.
A. C. BARTON.	A. H. BATTERSBY.
W. H. GRANT.	F. GREEN.
W. A. MATTSON.	J. BARNES.
W. WALLBANK.	H. J. SCHOFIELD.

Signed on behalf of the Auckland Plumbers and Gasfitters' Industrial Union of Workers.

[SEAL.]

J. E. SLATTERY.  
L. R. SCHOFIELD.  
J. CLARK.

Witness to all signatures—C. E. Davies, 115 Mount Eden Road, Auckland.



## NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

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### (10360.) AUCKLAND PLUMBERS AND GASFITTERS.—CONCURRENCE IN AGREEMENT.

NOTICES of concurrence in an industrial agreement dated the 10th day of October, 1932, and recorded in Book of Awards, Vol. XXXII, p. 368, made between A. E. Harpham and other employers and the Auckland Plumbers and Gasfitters' Industrial Union of Workers, were filed with the Clerk of Awards at Auckland on the 16th day of December, 1932, by—

Auckland City Council, Town Hall, Auckland.

#### *Plumbers and Gasfitters.*

Allen, L., Kennick Street, Te Aroha.

Amos, D., John Street, Whangarei.

Battson, J. H., Pollen Street, Thames.

Beatty, H. L., 98 Albert Street, Auckland.

Brokenshire and Ross, Pollen Street, Thames.

Butler, W. C., Canada Street, Morrinsville.

Conquer, C. H. N., 12 Charles Street, Dominion Road, Auckland.

Courtenay, J. W., Deveron Road, Whangarei.

Crickett Bros., Park Street, Morrinsville.

Davies, H. W., Mansfield Terrace, Whangarei.

Dew, R. E., Mason Avenue, Otahuhu.

Dobson, A., Main Street, Huntly.

Galbraith, A. S., 7 Russell Street, Devonport, Auckland.

Gee, A. J., 5 Rhodes Avenue, Mount Albert, Auckland.

Hawes, G. H., Matamata.  
Heffron, T. W., Main Street, Huntly.  
Hill, R., New North Road, Mount Albert, Auckland.  
Hunt, W., West Street, Pukekohe.  
Jessen, M. W. C., Wharf Street, Paeroa.  
King, J. B., Emily Place, Auckland.  
Lacassie and Clarke, Great South Road, Papakura.  
McLean, A., Pollen Street, Thames.  
Mountain, C., 197 and 199 Khyber Pass Road, Auckland.  
Norman, L. V., 74 Norfolk Street, Auckland.  
Sellar, D. A., 64 Victoria Street, Hamilton.  
Smith, W., St. George Street, Papatoetoe.  
Soanes, O. J., Studholme Street, Morrinsville.  
Thomson, L., 3 Banff Street, Whangarei.  
Tobin, P. J., 204 Bank Street, Whangarei.  
Tobin, A. P., 5 Wolfe Street, Whangarei.  
Tobin, L. H., Wolfe Street, Whangarei.  
Townsend, D. J., 4 Grafton Terrace, Auckland.  
Turner, G., 72 Galloway Street, Hamilton.  
Webster, H. G., Knighton Road, Hamilton.  
Wilson, D., Vine Street, Whangarei.

E. M. MOSLEY, Clerk of Awards.

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