

(10363.) AUCKLAND GAS COMPANY'S CLERICAL AND SHOWROOM EMPLOYEES.—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 22nd day of December, 1932, between the Auckland Gas Co.'s Clerical and Showroom Employees' Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Auckland Gas Co. (hereinafter called "the employers"), of the other part, whereby it is mutually agree 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 staffs of the Auckland Gas Co., Ltd.

(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 counters at the offices of the company.

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

Hours of Work.

2. (a) 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 Gas-works, forty-four hours per week, showroom staff, forty-four hours per week.

(b) Any employee required to work up to 9 p.m. at any of the company's showrooms on the late-closing night in the respective districts shall be paid for such extra time worked in excess of forty-four hours at the ordinary rate of pay.

Overtime.

3. (a) Any time worked beyond the forty-four hours in any one week and not provided for in clause 2 (b) shall be paid for at time and a half rates, but in no case shall such 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. The minimum weekly rate of wages for juniors shall be—

| — | First Year. | Second Year. | Third Year. | Fourth Year. | Fifth Year. | Sixth Year. | Seventh Year. |
|---------------------|-------------|--------------|-------------|--------------|--------------|--------------|---------------|
| <i>(a) Males.</i> | | | | | | | |
| | s. d. | s. d. | s. d. | s. d. | s. d. | s. d. | s. d. |
| Under 16 .. | 15 5 | 20 8 | 27 3 | 36 0 | 44 10 | 53 7 | 62 4 |
| 16 to 17 .. | 17 7 | 23 3 | 30 9 | 39 6 | 48 4 | 59 3 | .. |
| 17 to 18 .. | 19 9 | 27 3 | 36 0 | 46 0 | 58 0 | .. | .. |
| 18 to 19 .. | 24 2 | 33 0 | 43 0 | 56 2 | 63 2 | .. | .. |
| 19 to 20 .. | 30 9 | 41 9 | 54 10 | 63 2 | .. | .. | .. |
| 20 to 21 .. | 37 4 | 52 8 | 63 2 | .. | .. | .. | .. |
| 21 and over.. | 44 0 | 63 2 | .. | .. | .. | .. | .. |
| <i>(b) Females.</i> | | | | | | | |
| Under 18 .. | 17 7 | 22 10 | 28 7 | 33 10 | 39 6 | 44 0 | (Thereafter) |
| 18 to 19 .. | 19 9 | 26 4 | 33 0 | 39 6 | 44 0 | (Thereafter) | |
| 19 to 20 .. | 26 4 | 33 0 | 39 6 | 44 0 | (Thereafter) | | |
| 20 and over.. | 30 9 | 39 6 | 44 0 | (Thereafter) | | | |

Female posting-machine operators: First year, £1 15s. 2d.; second year and after, £2 4s.; senior, £2 8s. 4d.

(c) Male clerks at the age of twenty-five years with not less than five years' experience shall receive £3 17s. 3d.

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

| | Per Week. |
|--|-----------|
| | £ s. d. |
| Control clerks | 4 12 2 |
| Cashiers and ledger-keepers with more than three years' service with the company | 4 7 9 |
| Cashiers and ledger-keepers with less than three years' service with the company | 4 2 6 |
| Meter-readers | 4 1 2 |
| Collectors | 3 14 7 |
| Canvassers with more than one year's experience | 3 14 7 |
| Salesmen with more than one year's experience | 3 10 3 |
| Canvassers and salesmen with less than one year's experience | 3 1 5 |
| Packer | 3 14 7 |
| Cleaner, for forty-eight hours' work | 3 9 4 |
| Messenger, for forty-eight hours' work | 3 7 7 |

Payment of Salaries and Wages.

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

Holidays.

6. (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) Any employee having completed three months' service, but less than one year, shall be granted the proportion of holidays due to him.

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

Tea-money.

7. Employees when required to work overtime after 6 p.m. shall be allowed 1s. 6d. tea-money.

Under-rate Workers.

8. (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.

9. (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.

10. 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.

11. 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.

12. This agreement shall come into force on the 1st day of November, 1932, and shall continue in force until the 31st day of October, 1933.

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

Signed on behalf of the Auckland Gas Co., Ltd.—

E. W. ASHTON.
J. L. WOOLLAMS.
S. E. WRIGHT.

Witness to above signatures—G. C. Lurch.

Signed on behalf of the Auckland Gas Co.'s Clerical and Showroom Employees' Industrial Union of Workers—

W. E. ARCHER.
F. LANGLEY.
J. PURTELL.
M. G. HOOPER.

Witness to above signatures—J. Entwisle.

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 10th day of January, 1933.