

(10364.) AUCKLAND ELECTRICAL WORKERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 10th day of December, 1932, between the Auckland Electrical Workers' Industrial Union of Workers, whose registered address is 21 High Street, Auckland (hereinafter referred to as the "union"), of one part, and

R. E. McGregor, 16 Carrick Place, Mount Eden, Auckland,
 A. Franchi, Royal Oak, Epsom, Auckland,
 Young Bros., 4 Horns Lane, Onehunga, Auckland,
 Darvill and Barley, Kingston Street, Auckland,
 Hunter and Robertson, High Street, Auckland,
 Billings Bros., Three Lamps, Ponsonby, Auckland,
 W. Heard, 2 Selbourne Street, Grey Lynn, Auckland,
 A. E. White, 42 Ariki Street, Grey Lynn, Auckland,
 E. A. Payne, 59 Lake Road, Devonport, Auckland,
 Clarke Electrical Co., 73 Pah Road, Epsom, Auckland,
 C. H. Hayhow, 7 Kenyon Avenue, Mount Eden, Auckland,
 A. W. Harris, 162 Khyber Pass, Auckland,
 Such and Batty, 164 Grafton Road, Auckland,
 G. Archer, 9 Arthur Street, Ponsonby, Auckland,
 Wright, Brown, and Ormrod, 1A Howe Street, Newton, Auckland,
 E. M. Edgecumbe, 21 Balfour Road, Parnell, Auckland,
 Alton and Norton, 32 Kowhai Street, Kingsland, Auckland,
 Ira Murray, Chaliner Street, St. Helier's Bay, Auckland,
 A. H. Coyle, 391 Mount Eden Road, Auckland,
 D. H. C. Grant, 174 Great South Road, Auckland,
 H. Phethean, 39 Lloyd Avenue East, Mount Albert, Auckland,
 William Maton, 26 France Street, Newton, Auckland,
 W. Clarke Penman, Avondale, Auckland,
 F. C. Kraetzer, 23 Cumberland Avenue, Westmere, Auckland,
 Smith and Deane, 20 Ring Terrace, Ponsonby, Auckland,
 T. Hoy, 26 Edwin Street, Newton, Auckland,
 C. E. Bowley, 13 Warwick Avenue, Grey Lynn, Auckland,
 G. H. Owen, Papatoetoe,
 J. A. Mackenzie, 28 Rata Street, New Lynn, Auckland,
 W. P. J. Anderson and Co., Durham Street West, Auckland,
 Walter George Ker, Willow Street, Te Papapa, Auckland,
 V. W. McLeod, Rosella Road, Mangere East, Auckland,
 N. F. Landon, Station Road, Papatoetoe,
 C. I. Moores, 17 Highwic Avenue, One Tree Hill, Auckland,

electrical contractors (each hereinafter referred to as "the employer") 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 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.

SCHEDULE.

Interpretation.

1. (a) Electrical workers' work shall mean and shall include the constructing, erecting, installing, maintaining, and repairing of all classes of electric lighting, signs, and power appliances, and of any other appliance which requires a practical knowledge of electricity.

(b) Nothing in this agreement 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, but nothing in this subclause shall be construed as in itself authorizing the employment of a mechanical engineer on electrical workers' work.

(c) A battery fitter is a worker who is engaged at battery-work erecting, maintaining, overhauling, and repairing storage batteries for the lighting of public buildings, houses, or power-station equipment.

Wages.

2. (a) Journeymen electricians shall be paid an hourly minimum rate of 2s. 0½d. 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. 3d. per hour.

Dirt-money.

3. (a) Where the conditions are unhealthy or more injurious to clothing than the ordinary workshop conditions, dirt-money at the rate of 1s. per day or portion of a day shall be paid to all employees: such conditions (without limiting the definition) may be found in stokeholds, about boilers and galleys, or any employee working on board of a boat in any of the following places: fore-peak, after-peak, chain locker tanks, bilges, bunkers, engine-room, funnel, boilers, or stokeholds; or any worker while employed about a ship's boiler, or at installing or overhauling storage batteries, or at work in freezing-chambers while freezing is being carried on, or repairing damage done by fire.

(b) Unless it can be shown that the conditions appertaining to any particular job done in connection with such work is no dirtier than the ordinary workshop conditions, work done at the following places shall be considered dirty-work: wool-scouring works, scraping-sheds of tanneries, boiling-down works, char ends of sugar-works, furnace room of glass-works, galvanizing-works, smelting-works, chemical-works,

sanitary works, artificial-manure works, gut-works, and fellmongery department of slaughter-yards, in slaughter-yards during killing operations, cement-works, stables, margarine-factories.

The above clause shall not apply to workers who are regularly employed on the staff of the above-mentioned works, neither shall it apply to buildings under construction that are to be used for the purpose of carrying on any of the above industries, or to work carried on in connection with vehicle storage-battery work.

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

Heat-money.

4. (a) Any worker required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid at the rate of time and a half for the time he is so employed.

(b) No worker shall be compelled to work in any space where the temperature has been raised above 150 degrees.

(c) The person in charge of the job shall determine and certify to the temperature of any place for the purposes of this clause of the agreement.

Hours of Work.

5. (a) 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.

(b) Where it is agreed that forty-four hours are to be worked on five days of the week, eight hours and forty-eight minutes may be worked between the hours of 7.30 a.m. and 5 p.m., provided that any worker coming within the scope of this subclause required to work on Saturday shall be paid at overtime rates.

(c) In the case of special conditions arising where the stoppage of plant would disorganize the running of a factory or place of business, and it is found necessary to carry out repairs to the installation before or after the hours prescribed in subclause (a) hereof, eight consecutive hours may be worked between the hours of seven a.m. and 7 p.m. on five days of the week and between the hours of 7 a.m. and 11 a.m. on Saturday, providing that the usual meal-hour is allowed after four hours have been worked.

(d) Employers shall provide time-sheets or time-books for their employees, in which the employees' hours of work each day shall be entered by the workers.

Shift Work.

6. (a) Where it is found that shift work may be worked to the advantage of any particular job the following provisions shall apply: Where the duration of the job will be at least one working-week three shifts of eight hours each may be worked each day, in which case workers on the two night shifts shall receive 1s. 6d. per shift in addition to their ordinary wage.

(b) In cases as above where the job shall last not less than three days, two shifts of twelve hours each may be worked daily, in which case all time worked in excess of eight hours each shift shall be paid for at overtime rates, workers on night shift to receive an additional 1s. 6d. per shift.

Overtime and Holidays.

7. (a) All time worked in excess of time mentioned in clauses 5 and 6 hereof in any one day shall be paid for at the following rates: Time and a quarter for the first two hours, time and a half for the next two hours, and double time thereafter.

(b) For time worked on New Year's Day, Anniversary Day, Sovereign's Birthday, Good Friday, Christmas Day, and Sundays double time shall be paid, time worked on day following New Year's Day, Easter Monday, Labour Day, and Boxing Day, shall be paid at time and a half rates.

(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.

8. (a) Work done elsewhere than at the principal shop of the employer and over two sections from the G.P.O. in the case of Auckland City suburban area, or work done elsewhere than at the registered shop of the employer and over one and a half miles from the chief post-office of any other town or district, shall be considered suburban work, and workers 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 worker 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) Should the employer supply conveyance for the workers to and from such work as above mentioned, it shall be necessary for the employee to allow fifteen minutes either way, taking the employers place of business as a starting-point.

(c) If any worker 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, in which case it shall be competent for the said worker to be on North Shore landing at the time prescribed for the job to start.

(d) On suburban work where by reason of train or ferry it is inconvenient to work the hours specified in clause 5 hereof, it shall be competent for the workers and the employer, with 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.

Country Work.

9. (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 4s. 6d. per day.

(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 5 hereof.

(f) Saloon steamer and second-class railway fares shall be paid by the employer.

Pay-day.

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

Termination of Engagement.

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

Tools.

12. The employer, on the coming into operation of this agreement, shall see that each worker 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 foot-print pliers (when of unusual size), keyhole-saw blades, all augers and all wood-bits over 1 in. in 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.

13. Any worker while working at installing, overhauling, or repairing stationary storage batteries shall be provided with overalls and a pint of milk per day.

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. 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.

Under-rate Workers.

15. (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.

Preference.

16. (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 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 to him 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 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.

General Conditions.

17. (a) Where an employer requires any worker to use his bicycle or any other vehicle in connection with his employment the employer shall pay such worker 2d. for the first mile and thereafter 1d. per mile or portion thereof for the use of same.

(b) Piecework of any description shall not be worked.

(c) Repairs shall not be done in lift-shafts or other dangerous places of a similar nature when the same are in ordinary use.

(d) Employees engaged in the projecting of pictures or advertisements who are not covered by the Stage Employees' Award, and where electrical apparatus or arcs are used, shall be paid 15s. per night.

(e) It shall be a breach of this agreement for any employer to enter into any contract to 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.

Matters not provided for.

18. Any dispute in connection with any matter not provided for in this agreement 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.

Terms of Agreement.

19. This agreement shall come into force on the 10th day of January, 1933, 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.

R. E. MCGREGOR.

A. FRANCHI.

G. YOUNG

(for YOUNG BROS.).

DARVILL AND BARLEY

(per C. DARVILL).

HUNTER AND ROBINSON

(per R. C. ROBINSON).

BILLING'S BROS.

(per G. E. BILLINGS).

W. HEARD.

A. E. WHITE.

E. A. PAYNE.

CLARKE ELECTRICAL CO.

(per L. H. CLARK).

C. H. HAYHOW.

A. W. HARRIS.

SUCH AND BATTY

(per H. W. BATTY).

G. ARCHER.

WRIGHT, BROWN, AND ORMROD

(per DONALD D. BROWN).

WALTER GEO. KER.

N. F. LANDON.

E. M. EDGCUMBE.

ALTON AND NORTON

(per ERNEST P. NORTON).

IRA. MURRAY.

A. H. COYLE.

D. H. C. GRANT.

H. PHETHEAN.

WM. MATON.

W. CLARKE PENMAN.

F. C. KARETZER.

SMITH AND DEANE

(per D. H. DEANE).

T. HOY.

C. E. BOWLEY.

G. H. OWEN.

J. A. MACKENZIE.

ANDERSON AND CO.

(per W. P. J. ANDERSON).

V. W. MCLEOD.

C. I. MOORES.

Signed on behalf of the Auckland Electrical Workers' Industrial Union of Workers, and the common seal of the union is hereto affixed, by—

[SEAL.]

KENNETH SIMPSON, Secretary.

JOSEPH A. PETRIE.

W. L. CERVIN.

A. JACKSON.

A. G. HULTQUIST.

Witness to all signatures—K. Simpson.