

## (10917.) WELLINGTON ELECTRICAL WORKERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and of section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, this 22nd day of October, 1935, embodies the terms of the settlement arrived at by the assessors on a Council of Conciliation held in Wellington on the 22nd day of October, 1935, the said Council being duly appointed for the hearing of the industrial dispute between—

The Wellington Electrical Workers' Industrial Union of Workers, Wellington  
(hereinafter called "the union"), of the one part, and  
William Cable and Co., Ltd., Wellington,  
Union Steam Ship Co., of New Zealand, Ltd., Wellington,  
and  
Wellington Patent Slip Co., Ltd., Wellington  
(hereinafter called "the employers"), of the other part, the said terms of settlement being as set out in the Schedule hereto.

## SCHEDULE.

*Interpretation.*

1. (a) "Electrical workers' work" shall mean and shall include the constructing, erecting, installing, and repairing of all classes of electric lighting, signs, and power appliances, and of any other appliance which requires 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, or to a motor electrician as defined in any Motor Mechanic's award, but nothing in this subclause shall be construed as in itself authorizing the employment of a mechanical engineer on electrical workers' work.

(c) Nothing in this agreement shall apply to shift engineers, or to workers employed on radio work outside the scope of the radio servicemen's license as provided for in the Wiremen's Registration Act, 1925, and its amendments, other than the work of testing, servicing, or repairing of radio instruments.

*Hours of Work.*

2. Forty-four hours shall constitute a week's work, of which eight hours shall be worked on five days of the week, and four

hours on Saturday—to be worked between the hours of 7 a.m. and 5 p.m. on five days of the week, and between the hours of 7 a.m. and noon on Saturdays.

### *Wages.*

3. (a) Journeymen electricians shall be paid not less than 2s. 1d. per hour.

(b) Any worker employed about a ship's boiler, or under lower platforms in engine-rooms, overhauling winches, bunkers, holds containing coal, or any work done in unsteamed oil-tanks, 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 where the worker comes into contact with charred material, shall be paid 1s. 3d. per day or part thereof in addition to his ordinary wages. Any worker working about an engine-room or ship's boilers where the temperature is over 110 degrees Fahrenheit shall be paid time and a half rates of pay.

(c) Any journeyman as prescribed in subclause (a) of this clause who is placed in charge of three or more men, not including apprentices, shall be paid 1s. 3d. per day in addition to ordinary wages.

(d) All wages shall be paid weekly and on Friday, or when a worker is discharged, and within fifteen minutes of knocking off work. In the event of a holiday falling on a Friday, wages shall be paid on the Thursday.

### *Overtime.*

4. (a) Overtime shall be worked as required by the employer. For all work done in excess of the hours mentioned in clause 2 hereof payment shall be made at the rate of time and a half.

(b) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting of such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic, and cease work before the ordinary time of starting of such traffic, shall be paid for time occupied in travelling from or to his home, computed on three miles per hour, at ordinary rates of pay.

If a conveyance is provided for the worker by his employer he shall not be entitled to payment for travelling-time.

For the purpose of this clause "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to and from their work.

(c) No worker shall be required to work more than five hours continuously without a meal.

(d) Any worker having worked all day and night and being required to continue working on into the next day shall be paid time and a half rates for all such time worked on the second day. Any such worker may be permitted to cease work at 5 p.m. on the second day.

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

(f) A worker brought back from his home at night shall be guaranteed a minimum of two hours at time and a half.

(g) *Meal-money.*—The employer shall allow meal-money at the rate of 1s. 3d. per meal when workers are called upon to work overtime after 6 p.m. Mondays to Fridays inclusive, or after 1 p.m. on Saturdays, provided that such workers cannot reasonably get home to their meals.

(h) Supper and crib time when working overtime shall be paid for.

#### *Holidays.*

5. (a) For all hours worked on Sundays, Christmas Day, New Year's Day, Good Friday, and Labour Day, double time shall be paid.

(b) For all hours worked on 2nd January, Anniversary Day, Easter Saturday, Easter Monday, King's Birthday, and Boxing Day, time and a half shall be paid.

(c) If any of the prescribed holidays is not generally observed in any locality an employer may substitute any other day generally observed as a holiday in that locality.

(d) Notice of closing down for Christmas holidays shall be posted in a conspicuous place at least three days before the holidays.

#### *Outside Work.*

6. (a) For outside work the employer shall pay the fare of the worker both ways. When the employee is employed at such work that he is unable to return to his home at night, suitable board and residence shall be provided at the employer's expense.

(b) Travelling-time shall be paid for at ordinary rates, but not to a greater amount than eight hours in the day.

(c) Where a worker is employed at country work at such a distance that he is unable to return to his home at night, he shall be paid at overtime rates for all work done in excess of the hours prescribed in clause 2 hereof.

(d) When a worker is required to travel by coastal steamer first-saloon fares shall be provided: when travelling by train second-class fares shall be provided.

(e) Workers required to travel by boat or train shall have meals provided by the employer in all cases where meals are not included in the fare.

(f) Workers required to travel in the Steamer Express between Wellington and Lyttelton for the purpose of effecting repairs on such steamer shall be paid four hours' travelling-time at ordinary rates for each night at sea.

(g) The foregoing provisions of this clause shall not apply to the Wellington Patent Slip Co., Ltd., for work in the port of Wellington, and in lieu thereof the following shall apply: Workers required to work at the Jubilee Dock, Wellington, or at Miramar shall be paid 9d. each way to cover travelling-time and fares, or, in lieu thereof, the employer may provide free conveyance.

#### *General Provisions.*

7. (a) Employees shall provide their own tools, except that employers shall provide soldering-bolts, metal-pots, files, hacksaw blades, blow-lamps, stocks and dies, and any special tools required for exceptional work, for which the employees to whom the tools are issued shall be responsible.

(b) In the event of tools being lost they shall be replaced by the employee, to whom they were issued, provided that, where necessary, the employer supplies facilities for locking the tools up securely.

#### *Accidents.*

8. (a) A St. John Ambulance (or similar) first-aid compressed kit shall be kept in a convenient and accessible place in every works, also conveniences for a supply of hot water at short notice.

(b) A suitable ambulance first-aid outfit shall be available for any worker when employed on outside work.

#### *Country Work.*

9. (a) Should a worker be required by his employer to proceed to work in the country at such a distance from his usual place of employment that he is unable to return to his usual place of abode on the same day, the employer shall either provide such worker with suitable board and lodgings or, in lieu thereof, pay him an additional sum of 4s. 9d. net per day for each working-day.

(b) Workers who are required to proceed to country work as aforesaid shall be conveyed by the employer to and from such work free of charge, or their travelling-expenses going to and returning from such work shall be paid by the employer, but once only during the continuance of the work, unless the worker is recalled and again sent to the job.

(c) 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 and a half, unless he is on the same day occupied in working for his employer. Notwithstanding the foregoing, in the case of a worker required to travel between the Port of Wellington and any other port and his being furnished with saloon accommodation, the payment for travelling-time in respect of any trip shall not exceed the equivalent of four hours at ordinary rates of pay.

(d) The foregoing shall not restrict the right of any employer from engaging any worker who applies on a country job (and not at the employer's place of business) for work thereon without making any payment in respect of fares, travelling-time, or board and lodging, except in the event of there not being suitable accommodation available within a reasonable distance of the job, in which case the employer shall provide suitable accommodation for all employees.

(e) Any 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 2 hereof.

#### *Disputes.*

10. If a dispute shall arise between the parties to this agreement upon any matters arising out of or in connection with this agreement and not specifically dealt with therein, it shall be referred to a Committee comprised of three representatives of the union and three representatives of the employers with an independent chairman for decision, the decision of a majority of this committee shall be binding, and if no decision can be arrived at either party may refer the matter to the Court of Arbitration.

#### *Preference.*

11. (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 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. The provisions of this subclause relating to the dismissal of workers shall apply with equal effect to any worker coming within the scope of this agreement engaged since the 29th day of July, 1929, but before the coming into force of this agreement, who is not a member of the union during the currency of this agreement.

(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.

*Exemptions.*

12. (a) This agreement shall not apply to any engineer or electrician who is on the articles of any ship or is standing by such ship on sea-going wages during repair or overhaul.

(b) This agreement shall not apply to any foremen.

*Scope of Agreement.*

13. This agreement shall apply only to the parties named herein for work done within the Wellington Industrial District.

*Term of Agreement.*

14. This agreement shall come into force from the day of the date hereof, and shall continue in force until the 24th day of May, 1937.

In witness whereof the said assessors have executed these presents pursuant to the said section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, the day and year first before written.

Signed by the assessors appointed on behalf of the employers—

D. JAMIESON.  
R. CABLE.  
W. G. SMITH.

Signed by the assessors appointed on behalf of the employees—

T. L. STEVENS.  
R. LITTLE.  
P. AUSTIN.

Witness—Pat Hally.