

(11246.) NORTHERN INDUSTRIAL 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, 1925; and in the matter of an industrial dispute between the Auckland Electrical Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

*Auckland.*

- Allum Electrical Co., Ltd., Anzac Avenue, Auckland, C. 1.
- Alton and Norton, 32 Kowhai St., Kingsland, Auckland.
- Anderson Electrical, Ltd., 20 Durham St. West, Auckland, C. 1.
- Austin, S. T., Great South Road, Otahuhu, Auckland, S.E. 7.
- Amalgamated Theatres, Ltd., Queen St., Auckland, C. 1.
- Auckland City Council, Town Hall, Queen Street, Auckland, C. 1.
- Auckland Electric-power Board, Queen St., Auckland, C. 1.
- Auckland Farmers' Freezing Co., Ltd., Endean's Buildings, Queen St., Auckland, C. 1.
- Auckland Harbour Board, Quay Street, Auckland, C. 1.
- Auckland Hospital Board, Kitchener St., Auckland, C. 1.
- Auckland Meat Co., Ltd., Wakefield St., Auckland, C. 1.
- Auckland Transport Board, Customs St. West, Auckland, C. 1.
- Australasian Battery Co., 105 Customs St. East, Auckland, C. 1.
- Australian Glass Manufacturing Co., Ltd., Penrose, S.E. 6.
- Battery Supplies, Ltd., 130 Broadway, Newmarket, S.E. 1.
- Beadnall, S. D., 19 Jervois Rd., Ponsonby.
- Billings, G. E., Three Lamps, Ponsonby.
- Bishop (Electric Fitments), Symonds St., Auckland.
- Blake, A., 10 Raumati Rd., Remuera.
- Blomfield, A. T., 16 Henry St., Avondale, S.W. 3.
- Blomfield, R., St. Heliers Bay, E. 1.
- Bowley, C. E., 13 Warwick Avenue, Grey Lynn.
- Brierley, A. G., 4 Park Hill Rd., Morningside.
- Brooker, A., 14 Ward Terrace, Sandringham.
- British General Electric Co., Ltd., 49 High St., C. 1.
- Brown, Donald, Karangahape Rd., C. 2.

- Burnand, G. C., 60 King George Avenue, Epsom.  
 Burt, A. and T., Ltd., Customs St., C. 1.  
 British Neon Corporation, Ltd., 41 Wakefield St., C. 1.  
 Bolton, A. D., Clarence St., Devonport.  
 Brown, H. K., and Co., Fergusson Buildings, Civic Square, Auckland, C. 1.  
 Central Battery Service Station, 15 Fergusson St., Civic Square, Auckland, C. 1.  
 Clark Electrical Co., 629 Greenwoods Corner, Epsom.  
 Claude Neon Lights of N.Z., Ltd., 177 Symonds St., C. 1.  
 Coyle, A. H., 391 Mount Eden Rd., Auckland.  
 Crosher, Wm., and Sons, Ltd., Lorne St., C. 1.  
 Cuff and Thomson, Ltd., 542 Manukau Rd., Epsom.  
 Challenge Phosphate Co., Ltd., Anzac Avenue, C. 1.  
 City Abattoirs, Westfield, S.E., 7.  
 Colonial Sugar Refining Co., Ltd., Quay St., C. 1.  
 Court, George, and Sons, Ltd., Karangahape Rd., C. 2.  
 Court, John, Ltd., Queen St., C. 1.  
 Darvill and Barley, Kingston St., Auckland.  
 Denham, A., 6 Seddon St., Otahuhu.  
 Dingle, B. J., 156 Khyber Pass, S.E. 1.  
 Electric Construction Co. of N.Z., Ltd., Fort St., C. 1.  
 Electrical Maintenance Co., 130 Symonds St., C. 1.  
 Electrolux Ltd., Customs St., C. 1.  
 Electrical Heating, Ltd., 66 Fort St., Auckland, C. 1.  
 Forde, Fred, Ltd., 7-9 Anzac Avenue, Auckland.  
 Franchi, A., Royal Oak, Epsom.  
 Fray Electrical, Ltd., Wellesley St., C. 1.  
 Farmers' Co-operative Auctioneering Co., Ltd., Commerce St., C. 1.  
 Farmers' Trading Co., Hobson St., C. 1.  
 Fletcher Construction Co., Nelson St., C. 1.  
 Fuller-Hayward Theatres, Queen St., C. 1.  
 Gee, R. A., 9 Waitemata St., Ponsonby.  
 General Battery Service, 15 Fergusson St., Civic Square, C. 1.  
 Gouk and Sullivan, 79 Wellesley St. West, C. 1.  
 Grant, D., 174 Great South Rd., Auckland.  
 Gruaro Battery House, 109 Albert St., C. 1.  
 Glen Afton Collieries, Ltd., Anzac Avenue, C. 1.  
 Graham and Lodder, Ltd., 142 Albert St., C. 1.  
 Hall, A. T., Panmure.  
 Harper, H. E., 13 Hinemoa Avenue, Devonport.  
 Harris, A., 162 Khyber Pass, Auckland.  
 Hayhow, C. H., 7 Kenyon Avenue, Mount Eden.  
 Haywood, J. E., Paykel's Buildings, Anzac Avenue.  
 Henderson, J., and Co., Ltd., Broadway, Newmarket.  
 Hope, Hickman, and Co., Ltd., 177 Albert St., C. 1.  
 Hunt, G. H., and Sons, 128 Ponsonby Rd., Auckland.  
 Hunter, S. W., High St., C. 1.  
 Huston, C. J., 15 Highland Rd., Mount Albert.  
 Hunter, J. F. A., Great South Rd., Otahuhu, S.E. 7.  
 Hellaby, R. and W., Ltd., Quay St., C. 1.  
 H.M. Arcade and Theatre Co., Ltd., City Chambers, Queen St., C. 1.  
 Hansen, H. C., Great North Rd., Henderson.  
 Hyde, A. M., Drury.  
 Hay, R., 79 Buckland Rd., Epsom, Auckland.  
 Hunt, R., 12 Tahora Avenue, Remuera, Auckland.  
 Jordan, N. S., Selwyn Avenue, Kohimarama.  
 Kraetzer, F. C., 23 Cumberland Avenue, Westmere.  
 Kempthorne, Prosser, Ltd., Albert St., C. 1.  
 Landon, N. T., Station Rd., Papatoetoe.  
 Long, A. L., 1 Westmere Rd., Mount Eden.

Lucas Service Station, 77 Beach Rd., C. 1.  
 Moores, C., Highwic Avenue, One Tree Hill.  
 Miller, J. A., Customs St., C. 2.  
 Miller, W. S., Khyber Pass, Auckland.  
 Mullenger, A. W., Wellesley St., C. 1.  
 Mullenger, G. V., 28 Brown St., Ponsonby, W. 1.  
 McCarthy, W., Swanson.  
 McEwan and Elliott, 301 Broadway, Newmarket.  
 MacDonald, R., Hobson St., C. 1.  
 Macky, Logan, Caldwell, Ltd., Newmarket.  
 Milne and Choyce, Ltd., Queen St., C. 1.  
 National Electrical and Engineering Co., Ltd., Customs St., C. 1.  
 N.Z. Farmers' Fertilizer Co., Ltd., Yorkshire House, Shortland St., C. 1.  
 N.Z. Herald (Wilson and Horton, Ltd.), Queen St., C. 1.  
 N.Z. Newspapers, Ltd., Shortland St., C. 1.  
 Nathan, L. D., and Co., Ltd., Fort St., C. 1.  
 Northern Roller Milling Co., Ltd., Quay St., C. 1.  
 Northern Steam Ship Co., Ltd., Quay St., C. 1.  
 Nicholson, H. E., St. Heliers Bay.  
 Owen, G., 22 Broadway Buildings, Papakura.  
 O'Connell, W. J., 25 Ardmore Rd., Ponsonby.  
 Osborne, W. J. S., Ngapuhi Rd., Remuera.  
 Parlour, W. J., 151 Albert St., C. 1.  
 Patterson, John, and Co., Federal St., C. 1.  
 Panye, E. A., 59 Lake Rd., Devonport.  
 Penman, W. Clarke, Avondale.  
 Passenger Transport Co., Otahuhu.  
 Price, A. and G., Ltd., Quay St., C. 1.  
 Pukemiro Collieries, Ltd., Anzac Avenue, C. 1.  
 Ruffles, A., 1A Ireland St., Ponsonby.  
 Ross and Glendining, Ltd., Elliott St., C. 1.  
 Roberts, V. J., and F., Ltd., Anzac Avenue, C. 1.  
 Rogers, G. V., 1 Queens Avenue, Mount Eden.  
 Robinson, R. C., and Son, 91 Symonds St., C. 1.  
 Renown Collieries, Ltd., Endean's Buildings, Queen St., C. 1.  
 Reliance Battery Co., 14 Cook St., C. 1.  
 Sullivan, Fred, 5 Rutland St., C. 1.  
 Swales, J. W., Jervois Rd., Ponsonby.  
 Such, E., 164 Grafton Rd., C. 1.  
 Singer Sewing Machine Co., Lorne St., C. 1.  
 Spinks, A. T., 250 Great North Rd., Grey Lynn.  
 Thompson, R. H., 615 New North Rd., Mt. Albert.  
 Tuckers (Cyril), 3 Great South Rd., S.E. 3.  
 Turnbull and Jones, Ltd., Wellesley St., C. 1.  
 Turner, S., Co., Fergussons Ltd., Anzac Avenue, C. 1.  
 Triner and Roberts, Takapuna.  
 Taupiri Coal-mines, Ltd., Ferry Buildings, Quay St., C. 1.  
 Vear and Sons, 83 Remuera Rd., S.E. 2.  
 United Repairing Co., Ltd., Quay St., C. 1.  
 Union Steam Ship Co., Ltd., Quay St., C. 1.  
 Waitemata Breweries, Ltd., Otahuhu.  
 Walks, F. E., 16 Aratonga Avenue, One Tree Hill.  
 Watson, Steele, and Ganley, Ltd., Hobson St., C. 1.  
 Waygood-Otis (N.Z.), Ltd. 14 Rutland St., C. 1.  
 Wright, J., Wandsworth Buildings, Anzac Avenue, C. 1.  
 Waikato Carbonization, Ltd., Chancery St., Auckland, C. 1.  
 Waitemata Electric-power Board, 81 Albert St., C. 1.  
 Westfield Freezing Co., Ltd., Quay St., C. 1.  
 Williamsons J. C. Pictures, Inc., Ltd., Queen St., C. 1.

Wilson (N.Z.) Portland Cement, Ltd., Customs St., C. I.  
 Wilton Collieries, Ltd., Dilworth Building, Queen St., C. I.  
 Winstone Ltd., Queen St., Auckland, C. I.  
 Wairakei Ltd., Safe Deposit Building, High St., Auckland, C. I.  
 Young Bros., 4 Hornes Lane, Onehunga.

*Cambridge.*

Cambridge Electric-power Board, Cambridge.  
 Stein, T., Cambridge.  
 Thompson, G. W., Bryce St., Cambridge.  
 Wilkinson, J., Cambridge.

*Gisborne.*

Clare and Jones, Ltd., 10 Peel St., Gisborne.  
 Ellis and Bull, Gladstone Rd., Gisborne.  
 Hall, F., and Sons, Gladstone Rd., Gisborne.  
 Niven, J. S., and Co., Gisborne.  
 Poverty Bay Electric-power Board, Gisborne.  
 Sinclair, W. J., 51 Gladstone Rd., Gisborne.

*Hamilton.*

Central Waikato Electric-power Board, Hamilton.  
 Coates, J. H., Seddon St., Hamilton.  
 Hamilton Borough Council, Hamilton.  
 Morgan, E., Hood St., Hamilton.  
 N.Z. Co-operative Dairy Co., Ltd., Hamilton.  
 Oldham, W. L., and Co., Hamilton.  
 Oldham, G., Hamilton.  
 Peace, B., Somerset St., Hamilton.  
 Roose Shipping Co., Hamilton.  
 Roberts, J., Anglesea St., Hamilton.  
 Thomas and Holland, Hamilton.

*Huntly.*

Cochrane, D., Huntly.  
 Fears, L., Huntly.  
 Gartside, C., Huntly.  
 Soluble Slag Co., Huntly.

*Helensville.*

Edmonds, J. B., Helensville.

*Opotiki.*

Bay of Plenty Power Board, Opotiki.  
 Wrigley, F., Church St., Opotiki.

*Pukekohe.*

Franklin Electric-power Board, Pukekohe.  
 Moore, H. T., Pukekohe.  
 Marshall, W. B., Pukekohe.  
 Perry, J., Helvetia Rd., Pukekohe.  
 Wyatt and Son, Pukekohe.  
 Wharfe, O. M. R., Pukekohe.

*Rotorua.*

Briggs, F. H., Rotorua.  
 Clarke, L., Rotorua.  
 Steele, N. W., Rotorua.  
 Thomas, J. F., Rotorua.  
 Woolliams, L. T., Tutanekai St., Rotorua.

*Tauranga.*

Carpenter and Conway, Te Puke.  
 Carmichael, L. H., Tauranga.  
 Knight, W. O., Te Puke.  
 Murray, W. H., The Strand, Tauranga.  
 Mayo, H., Katikati.  
 Smith, E. P., Tauranga.  
 Tauranga Borough Council, Tauranga.  
 Tauranga Electric-power Board, Tauranga.  
 Vaughan, C. E., Katikati.

*Thames.*

Battson, F. H., Pollen St., Thames.  
 Bunting, C. H., Thames.  
 Thames Borough Council, Thames.

*Te Kuiti.*

Jonassen, E. A., King St.  
 Waitomo Electric-power Board, Te Kuiti.

*Te Awamutu.*

Electrical Service and Hardware Co., Te Awamutu.  
 Quick Electrical Co., Te Awamutu.  
 Spence, L. T., Te Awamutu.  
 Te Awamutu Electric-power Board, Te Awamutu.

*Te Aroha.*

McGurr, C., Te Aroha.  
 McInness, C., Te Aroha.  
 Te Aroha Borough Council, Te Aroha.  
 Thames Valley Electric-power Board, Te Aroha.  
 Wallace, D. McL., Te Aroha.  
 Wrigley, A. E., Te Aroha.

*Taumarunui.*

Clarke and Leichester, Manuate St.  
 Electric and Radio Service, Manuate St.  
 Taumarunui Borough Council, Taumarunui.

*Whangarei.*

Birchall, J. H., Cameron St.  
 Drummond, T., Cameron St.  
 Haslett, K., 61 Cameron St.  
 Keene, Garnet, Rathbone St.  
 Snow Bros., Vine St.  
 Whangarei Borough Council, Whangarei.

*Waihi.*

Haywood and Brown, Waihi.

*Whakatane.*

Wallace, D. McL., Ltd., The Strand.  
 Whakatane Borough Council, Whakatane.

*Miscellaneous.*

Baxter, W. J., Ngatea.  
 Clarke, T. I., Ohinemutu.  
 Collins, T. W., Dargaville.  
 Curline, H. J., Waipu.

Edwards, W. R., Kingsford Sports Depot, Matamata.  
 Erickson, G., Waiuku.  
 Mackay Electrical, Dargaville.  
 North Auckland Electric-power Board, Dargaville.  
 Robson, A. W., Morrinsville.  
 Spender, P., Rawene.  
 Uawa County Council, Tolaga Bay.  
 Wairere Electric-power Board, Piopio.  
 White, R. W., Paeroa.  
 Williams Radio and Electrical Service, Waiuku.  
 Waters, A. L., Morrinsville.  
 Wrigley, A. E., Matamata.  
 Williams, P. J., Kerikeri.

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 from the 9th day of November, 1936, and shall continue in force until the 9th day of November, 1937, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness thereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand this 24th day of October, 1936.

[L.S.]

E. PAGE, Judge.

## SCHEDULE.

*Interpretation.*

1. (a) "Electricians' work" shall mean and include the erection, installation, maintenance, and repairing of all electrical appliances as follows: Electrical generators, motors, controllers, switchboards, transformers, lifts, boosters, storage batteries, fire-alarms, telephones, radiators, stoves, hot-water heaters, signs, power points, electric wiring of all installations, armature winding, magneto repairing, and all work requiring a practical knowledge of electricity.

(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: Provided such mechanical engineer is working under the mechanical engineers' award.

(c) "Chargeman": The journeyman actually employed on a job on which three or more journeymen are employed, and who gives instructions to the other workers, shall be considered the chargeman, and shall be paid 3d. per hour in addition to the journeymen's rates.

(d) Nothing herein contained shall apply to shift-engineers, switch-board and substation operators, or linesmen.

(e) Nothing herein contained shall apply to work done in connection with—

- i. Radio apparatus or appliances; nor
- ii. The manufacture in a factory of any electrical apparatus or appliances not requiring a technical knowledge of electricity; nor
- iii. Accumulators and other electrical equipment on or intended for use on an internal combustion motor-vehicle.

*Wages.*

2. Journeymen electricians shall be paid a minimum rate of 2s. 5 $\frac{3}{4}$ d. 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: Forepeak, afterpeak, chain-locker tanks, bilges, bunkers, engine-room, funnel, boilers, or stoke-holds; 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 end of sugar-works, furnace-room of glass-works, galvanizing-works, smelting-works, chemical-works, sanitary works, artificial-manure works, gut works and fell-mongery 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, in addition to the rate of wages to which he is entitled for the time at which the work is performed, a special heat-rate computed at ordinary time rate 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 fahrenheit.

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

#### *Hours of Work.*

5. (a) Forty hours shall constitute a week's work, to be worked between the hours of 8 a.m. and 5 p.m. on five days of the week, and the hours of 8 a.m. and noon on Saturdays; save that work shall not be done on Saturdays on new installations.

(b) The hours of work for workers engaged on ship-repair work shall be forty-four per week to be worked from 8 a.m. to 5 p.m. each day from Monday to Friday inclusive, and from 8 a.m. to noon on Saturday.

(c) If a worker is employed for portion of the week on work other than ship-repair work, and for portion of the same week on ship-repair work, his hours of work for that week shall be forty, but Saturday work from 8 a.m. to noon on ship-repair work will be permitted in such week provided that the forty hours is not thereby exceeded.

(d) Employers shall supply 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) A "night-shift" shall mean a shift of eight hours worked between the ordinary time of leaving off work in the evening and the starting of work in the morning. One day and one night shift only shall be worked during each twenty-four hours. Should any worker be required to work on any night shift for less than three nights in succession he shall be paid for such work at overtime rates.

(b) Workers engaged on night shift shall be paid 3s. per shift extra if working on three or more consecutive nights.

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

*Overtime.*

7. (a) All time worked in excess of the time mentioned in clause 5 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) If at any time a worker is called out after having ceased work, then the time so worked shall be paid for at ordinary overtime rates, to be computed from the time of leaving home to the time of his return.

(c) 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 an hour, at ordinary rates unless the employer provides a vehicle, when travelling-time only shall be paid.

(d) 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 on the second day.

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

(f) 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.

(g) Supper and crib time when working overtime shall be paid by the employer.

(h) If a worker commences work between midnight and 6 a.m. he shall be paid at double time rates for time worked between the time of starting and 8 a.m. If a worker commences work between 6 a.m. and 8 a.m., time worked between those hours shall be paid for at time and a half rates.

*Holidays.*

8. 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.

#### *Suburban Work.*

9. (a) Work done elsewhere than at the principal 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 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 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 5 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 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.*

10. (a) "Country work" shall mean work done by a worker in such a locality as to necessitate his sleeping elsewhere than at his genuine place of residence in New Zealand.

(b) The provisions herein contained relative to country work shall apply whether or not the worker, prior to his accepting such country work, is already in the service of the employer, and whether the worker is engaged at the place where the work is to be done or elsewhere, and irrespective of the situation of the employer's usual place of business.

(c) The employer shall convey the worker free of charge, or pay his fare to and from country work, but once only during the continuance of the work. If, however, the worker is withdrawn from

such work by the employer, or if he returns therefrom requiring medical attention in consequence of accident or sickness arising out of and in the course of the employment, and is, in either case, again required on the work, the employer shall again convey him or pay his fare to and from such work.

(d) Time occupied in travelling during ordinary working-hours, once each way, shall be paid for at ordinary rates.

(e) The employer shall either provide the worker while on country work with suitable board and lodging, or in lieu thereof pay him for each working-day the sum of 5s. : Provided that where, through circumstances within the control of the employer, a worker is employed upon country work for less than six consecutive days, the employer shall provide such board and lodging and may not elect to make such payment in lieu thereof.

(f) Notwithstanding anything contained in this award, an employer may, subject to the provisions of clause 8 hereof, agree with a worker that in respect of any specified country work the hours of work (without payment of overtime) shall be different from or in excess of those prescribed in this award.

(g) The provision of board and lodging or the payment in lieu thereof shall not be made over a longer period than three months in respect of any one job.

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

#### *Pay Day.*

11. All wages earned by workers up to and including Tuesday of each week shall be paid the following Thursday 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.*

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

#### *Tools.*

13. 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 foot-print pliers (when of unusual size), key-hole 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.*

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

(b) When employed on storage batteries for vehicles workers shall be supplied with rubber aprons.

*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 mid-day meal, or, at the employer's option, pay such worker 1s. 6d. meal money.

*General Conditions.*

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

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

(c) No worker shall be required to carry material, equipment, or tools of a weight in excess of 25 lb. to the place where a job is to be performed.

*Under-rate Workers.*

17. (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.

#### *Workers to be Members of Union.*

18. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in the industry to which this award relates any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award :

Provided, however, that any non-unionist may be continued in employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards shall be deemed to be an adult.

NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.

#### *Right of Entry to Premises.*

19. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises or works, and there interview any workers, but not so as to interfere unreasonably with the employer's business.

#### *Matters not Provided for.*

20. 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.*

21. (a) The foregoing provisions of this award shall in respect of the employers mentioned hereunder be modified in the manner following, that is to say:—

The daily hours of work may be such hours as the exigencies of the employment may reasonably require, but shall not exceed eight hours in any one day.

The Auckland City Council, Auckland.

The Auckland Electric-power Board, Auckland (in respect of power-station and substation maintenance hands).

The Auckland Farmers' Freezing Company, Limited, Auckland.

The Auckland Harbour Board, Auckland.

The Colonial Sugar Refining Co., Auckland.

Milne and Choyce, Ltd., Auckland.

The N.Z. Co-operative Dairy Co., Ltd., Hamilton.

The N.Z. Farmers' Fertiliser Co., Ltd., Auckland.

The Opotiki Borough Council, Opotiki.

The Tauranga Borough Council, Tauranga.

Wilson and Horton, Ltd., Auckland.

Wilson's (N.Z.) Portland Cement Co., Ltd., Auckland.

Westfield Freezing Co., Ltd., Auckland.

(b) The following special provisions shall apply in respect of coal-mining companies parties to this award: That, provided the wages and conditions of employment remain as at present, they shall be exempt from the provisions of this award. The Court reserves the power to strike them out of the list of parties to this award on the making of any agreement or award in the coal-mining industry in which electricians are specially provided for.

(c) Shipping companies are respectively bound by such only of the provisions of this award as relate to the payment of the minimum rates of wages and overtime, the payment of dirt money, the observance of Sundays and holidays, and the need for workers to be members of a union: Provided that this award 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.

(d) Electrical supply authorities parties to this award are exempt from the provisions of this award in respect of troublemen and faultmen employed by them so long as the hours of work do not exceed 120 hours in each three weeks and such hours are not worked on more than twenty-two days in each consecutive four-weekly period, and the rates of pay and overtime are not less than those stated in this award. The Court reserves the right to make an award covering these workers on application being made.

*Scope of Award.*

22. This award shall operate throughout the Northern Industrial District.

*Term of Award.*

23. This award shall come into force on the 9th day of November, 1936, and shall continue in force until the 9th day of November, 1937.

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 24th day of October, 1936.

[L.S.]

E. PAGE, Judge.

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MEMORANDUM.

The matter referred to the Court included the questions of wages, holidays, and overtime.

The Court in this, as in a number of other awards recently made, has decided to adopt in general the rates of wages and the general conditions of employment prevailing in 1931 prior to the general order of 29th May, 1931.

The Court decided to eliminate from this award workers employed in the manufacture of electrical appliances. This can be made the subject of a further application.

E. PAGE, Judge.

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