

WELLINGTON INDUSTRIAL DISTRICT **ARCHITECTURAL ASSISTANTS.**—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 16th day of September, 1938, between the Wellington District Architects' Industrial Union of Employers (C. G. Camp, Secretary, G.P.O. Box 796, Wellington), (hereinafter referred to as "the employer"), of the one part, and the Wellington Architectural Assistants' Industrial Union of Workers, National Bank Chambers, Wellington (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 and 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 the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

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SCHEDULE.

*Interpretation.*

1. For the purpose of this agreement every person shall be deemed to be an architectural assistant who is employed by an architect to do draughting-work.

*Hours.*

2. (a) The ordinary hours of work shall not exceed thirty-eight, to be worked between the hours of 8 a.m. and 5.15 p.m. on five days of the week, Monday to Friday inclusive.

(b) The actual daily working-time may be fixed to suit the individual employer, except that the period mentioned, 8 a.m. to 5.15 p.m., shall not be exceeded without payment of overtime.

*Wages.*

3.

Period of Attendance at A.U.C.	Period of Office Experience in an Architect's Office as an Architectural Draftsman.	With no Examinations.	With First Professional.	With Second Professional.	With Third Professional.	With Fourth Professional.	With Final.	
		Per Week.	Per Week.	Per Week.	Per Week.	Per Week.	Per Week.	
		£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	
First year ..	First half ..	0 15 0	1 0 0	1 5 0	1 10 0	1 15 0	} On merit.	
	Second half ..	1 0 0	1 5 0	1 10 0	1 15 0	2 0 0		
Second year ..	First half ..	1 5 0	1 10 0	1 15 0	2 0 0	2 5 0		
	Second half ..	1 10 0	1 15 0	2 0 0	2 5 0	2 10 0		
Third year ..	First half ..	1 15 0	2 0 0	2 5 0	2 10 0	2 16 0		
	Second half ..	2 0 0	2 6 0	2 10 0	2 15 0	3 2 0		
Fourth year ..	First half ..	2 5 0	2 12 0	2 16 0	3 0 0	3 8 0		
	Second half ..	2 10 0	2 18 0	3 2 0	3 6 0	3 14 0		4 0 0
Fifth year ..	First half ..	2 15 0	3 4 0	3 8 0	3 12 0	4 0 0		4 5 0
	Second half ..	3 0 0	3 10 0	3 14 0	4 0 0	4 5 0		4 10 0
Sixth year ..	First half ..	3 5 0	3 16 0	4 0 0	4 5 0	4 10 0	4 15 0	
	Second half ..	3 10 0	4 1 0	4 5 0	4 10 0	4 14 0	5 0 0	
Seventh year	First half ..	3 15 0	4 6 0	4 10 0	4 14 0	4 18 0	5 5 0	
	Second half ..	4 0 0	4 10 0	4 14 0	4 18 0	5 2 0	5 10 0	
Eighth year ..	First half ..	4 5 0	4 14 0	4 18 0	5 2 0	5 6 0	5 15 0	
	Second half ..	4 10 0	4 18 0	5 2 0	5 6 0	5 10 0	6 0 0	
Ninth year ..	First half ..	4 15 0	5 2 0	5 6 0	5 10 0	..	..	
	Second half ..	5 0 0	5 6 0	5 10 0	Thereafter on merit.	..	..	
Tenth year ..	First half ..	5 5 0	5 10 0	..	..	..	..	
	Second half ..	5 10 0	Thereafter on merit.	..	..	..	..	

No worker who has attained the age of twenty-one years shall be paid less than the basic wage for the time being.

In the above schedule each completed year of attendance at Auckland University College to be considered as equivalent to six months' experience.

Females to have same rates as males in accordance with above table, but £3 10s. to be highest minimum rate, and thereafter on merit.

*Overtime.*

4. (a) All time worked in excess of the hours prescribed in clause 2 shall count as overtime, and shall be paid for at the rate of time and a half, with a minimum rate of 1s. 6d. per hour.

(b) Where a worker, by reason of being required to work overtime, is unable to get home for a meal, he shall be paid meal-money at the rate of 1s. 6d. per meal.

#### *Holidays.*

5. (a) Each employee shall, in addition to the holidays mentioned in subclause (b) hereof, be entitled to an annual holiday of ten working-days on full pay on completion of each year of continuous service, or a proportionate holiday of five days on completion of not less than six months' continuous service.

(b) The following holidays shall be allowed on full pay: New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, Boxing Day, and 27th December.

#### *Term of Employment.*

6. (a) The employment shall be a fortnightly employment, and two weeks' notice of the termination of the employment shall be given by either party.

(b) An employer shall be entitled to make a rateable deduction from the wages of employees for time lost through sickness or default or for time lost from any cause over which he has no control.

#### *Exclusion of Executives.*

7. This agreement shall not apply to executive officers employed as managing draftsmen who are in receipt of not less than £312 per annum.

#### *Disputes.*

8. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

*Under-rate Workers.*

9. (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 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.*

10. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement 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 agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement 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 agreement 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 Act, 1936, which gives to workers the right to join the union.)

(c) It shall not be lawful for any worker whose terms and conditions of employment are subject to this agreement to work for an employer who is not a member of the Wellington District Architects' Industrial Union of Employers.

*Time off for Examinations.*

11. (a) The employer shall grant time off without loss of pay to the employee on any half-day on which the employee is sitting for an examination of the profession. Such time shall be made up by the employee when requested by the employer at some reasonable period outside the ordinary hours of employment and without payment of overtime.

(b) The employer shall afford to the employee such time in office hours as he may reasonably require to attend lectures of the profession, provided the employee shall make up such time when requested by the employer at some reasonable period outside the ordinary hours of employment and without payment of overtime.

*Scope of Agreement.*

12. This agreement shall apply to the whole of the Wellington Industrial District.

*Term of Agreement.*

13. This agreement shall come into force on the day of the date hereof, and shall continue in force until the 16th day of September, 1939.

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

For and on behalf of the Wellington District Architects' Industrial Union of Employers—

[L.S.]

C. H. MITCHELL, President.

H. C. MORTON, Vice-President.

Witness to the above signatures—G. Sutton, Public Accountant, Wellington.

For and on behalf of the Wellington Architectural Assistants'  
Industrial Union of Workers—

[L.S.]

D. O. LAUGHTON, Vice-President.  
R. HOGGARD, Secretary.

Witness to the above signatures—N. H. Russell, Box 657,  
Wellington, C. 1.

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