

N.Z. ELECTRIC LAMP MANUFACTURERS, LTD., EMPLOYEES.—
AGREEMENT UNDER THE LABOUR DISPUTES INVESTI-
GATION ACT, 1913.

THIS agreement, made this 7th day of May, 1941, between the New Zealand (except Northern Industrial District) Amalgamated Engineers and Related Trades' Union of Workers, of the one part, and the New Zealand Electric Lamp Manufacturers, Ltd., Tauhinu Road, Miramar (hereinafter called "the employers"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:—

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.

The said terms and conditions of this agreement shall come into force from the day and date hereof (7th day of May, 1941), and shall continue in operation until the 7th day of May, 1942, unless revoked by any new agreement made by and between the said parties hereto.

Should any dispute arise at any time concerning any matter not specifically provided for or in relation to any matter that is specifically provided for in this agreement, such matter shall first be referred to a Disputes Committee, which shall consist of two representatives of the New Zealand (except Northern Industrial District) Amalgamated Engineers and Related Trades' Union of Workers and two representatives of the New Zealand Electric Lamp Manufacturers, Ltd., Tauhinu Road, Miramar. Failing a settlement being arrived at by the Disputes Committee, the matter in dispute shall be referred by the local committee to the Court of Arbitration for settlement.

SCHEDULE.

Application of Agreement.

1. This agreement shall apply to the workers employed by the New Zealand Electric Lamp Manufacturers, Ltd., Tauhinu Road, Miramar, in the manufacture of electric lamps, but shall not include fitters and turners, electrical workers, drivers, storemen and packers, or any workers covered by any other award of the Court of Arbitration.

Hours of Work.

2. (a) Forty hours shall constitute a week's work and eight hours shall constitute a day's work, to be worked between the hours of 8 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

(b) Adult male workers required on preparatory work may commence their duties not earlier than 6 a.m., provided the eight hours are worked consecutively from the starting-time.

(c) One hour shall be allowed as a meal-hour to be taken in the middle of the eight-hour period, except in the case of emergency, when the worker may be required to work up to four and a half hours before taking his meal. By agreement with the union and the employer, not less than half an hour may be allowed as a meal interval.

Overtime.

3. All work done on any day in excess of the hours prescribed in clause 2 hereof shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

Meal-money.

4. The employer shall allow meal-money at the rate of 1s. 6d. per meal when workers are called upon to work overtime after 6 p.m. on Monday, Tuesday, Wednesday, Thursday, or Friday, or after 1 p.m. on Saturday, unless such workers can reasonably get home for a meal and return to their work in one hour, in which case the meal allowance need not be paid.

Wages.

5. (a) *Boys and Youths:* Boys and youths under twenty-one years of age shall be employed at not less than the following rates of wages:—

Age commencing.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Eighth Six Months.	Ninth Six Months.	Tenth Six Months.
Under 16 ..	20/-	25/-	30/-	35/-	40/-	45/-	50/-	55/-	60/-	70/-
16 to 17 ..	22/6	27/6	32/6	37/6	42/6	47/6	55/-	60/-	65/-	70/-
17 to 18 ..	27/6	32/6	37/6	42/6	50/-	57/6	65/-	70/-	..	..
18 to 19 ..	32/6	37/6	42/6	47/6	55/-	62/6	70/-	..	..	..
19 to 20 ..	42/6	50/-	55/-	65/-	70/-	..	..	..	..	..
20 to 21 ..	55/-	60/-	70/-	..	..	..	..	..	..	..

(b) Male adult workers of the age of twenty-one years and over shall be paid not less than 2s. 5½d. per hour.

(c) Men in charge of three or more workers shall be paid 2d. per hour extra.

(d) *Females:* Female workers may be employed at not less than the following rates of wages:—

	Per Week.		
	£	s.	d.
First six months
Second six months
Third six months
Fourth six months
Fifth six months
Six sixth months
Seventh six months
Thereafter

(e) Females in charge of three or more workers shall be paid 1s. per day extra.

Increase in Rates of Remuneration.

6. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this agreement, shall be subject to the provisions of the general order dated the 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Payment of Wages.

7. (a) All wages shall be paid weekly not later than Thursday and within the employer's time.

(b) When a worker is dismissed, wages shall be paid before leaving the employment.

(c) When a worker leaves of his or her own accord, wages shall, on application, be paid immediately.

Deductions from Wages.

8. (a) The employer shall be entitled to make deductions from the weekly wages of workers for time lost through sickness, accident, or default.

(b) The employer shall be entitled to make deductions from the wages of hourly workers for time lost through sickness, accident, default, or slackness of work.

Holidays.

9. (a) The following shall be the recognized holidays:— New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, and Boxing Day.

(b) All workers who have been employed in the factory any time during the fortnight ending on the day on which any of the above-named holidays occur shall be paid therefor.

(c) No payment over and above the ordinary week's wages shall be made to any worker for a holiday which falls on what is not ordinarily a working-day, except for work actually performed on such day.

(d) Any worker employed on any of the aforesaid holidays shall be paid double time rates therefor, such wage to be in addition to the ordinary weekly wage.

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

Annual Holiday.

10. (a) An annual holiday of one week on full pay shall be granted to every worker on completion of every twelve months' continuous service, calculated from the date of commencement of the employment. Such holiday shall be given at a time suitable to the employer.

(b) The annual holiday may be given in conjunction with the Christmas and New Year holidays.

(c) Should any worker be discharged after six months' service or leave the service before his or her annual holidays become due, he or she shall be entitled to a holiday payment on a *pro rata* basis for the service rendered in that year.

Accommodation.

11. The employer shall provide suitable accommodation wherein employees may keep their clothes and a suitable dining-room wherein they may partake of their meals. A sufficient supply of boiling water shall also be available at meal-times.

First-aid Outfit.

12. First-aid outfits, in accordance with the requirements of the Inspector of Factories, shall be kept in the factory and be accessible in case of accidents.

Access to Workshop.

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

Workers to be Members of Union.

14. Court's clause.

Under-rate Workers.

15. Court's clause.

H. GUNNS,

[L.S.]

President, N.Z. (except Northern Industrial District) Amalgamated Engineers and Related Trades' Union of Workers.

Witness: G. T. Thurston.

[L.S.]

F. M. HARMAN,
 Vice-president, N.Z. (except Northern
 Industrial District) Amalgamated
 Engineers and Related Trades'
 Union of Workers.

Witness: G. T. Thurston.

W. GREGOR CULPITT,
 Manager, N.Z. Electric Lamp
 Manufacturers, Ltd.

Witness: W. J. Mountjoy.

FRANK ROSS,
 Secretary, N.Z. Electric Lamp Manu-
 facturers, Ltd.

Witness: W. J. Mountjoy.

Dated at Wellington, this 7th day of May, 1941.

NOTE.—This agreement, made under the Labour Disputes Investi-
 gation Act, 1913, was filed with the Clerk of Awards at Auckland,
 pursuant to section 8 (1) of the said Act, on the 12th day of May, 1941.