

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

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Economic Stabilization Emergency Regulations, 1942 ; and in the matter of the industrial agreement, made on the 19th day of December, 1949, between the Wellington Industrial District Architects' Industrial Union of Employers and the Wellington Architects' Assistants' Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942, it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act : And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations : And whereas application has been made for approval of the industrial agreement made on the 19th day of December, 1949, between the

Wellington Industrial District Architects' Industrial Union of Employers, of the one part, and the Wellington Architects' Assistants' Industrial Union of Workers, of the other part: Now therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 3rd day of February, 1950.

[L.S.]

A. TYNDALL, Judge.

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 19th day of December, 1949, between the Wellington Industrial District Architects' Industrial Union of Employers (8 The Terrace, Wellington, C. 1.) (hereinafter referred to as the "employer") of the one part and the Wellington Architects' Assistants' Industrial Union of Workers, Dominion Building, Mercer Street, Wellington, C. 1. (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.

SCHEDULE

1. *Interpretation*

For the purpose of this agreement every person shall be deemed to be an architectural assistant who is employed by an architect in draughting, designing, specification writing, estimating, quantity surveying or other work of a peculiarly architectural nature for salary or wages.

2. *Hours*

(a) The ordinary hours of work shall not exceed 38 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.

3. *Wages*

(a) Subject to the provisions of the Minimum Wage Act 1945 the following shall be the minimum weekly wage payable.

(b) Female rates shall be the same as male rates until the rate prescribed for adult females by the Minimum Wage Act for the time being is reached thereafter females shall receive two-thirds of the appropriate male rates.

(c) Each completed year of attendance at Auckland University College School of Architecture shall be considered as equivalent to six months office experience.

Period of Office Experience in an Architects Office as an Architectural Draftsman.	With No Exams.	With 1st Prof.	With 2nd Prof.	With 3rd Prof.	With 4th Prof.	With Final.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
1st year—						
1st half ..	2 5 0	2 12 6	3 0 0	3 7 6	3 15 0	..
2nd half ..	2 12 6	3 0 0	3 7 6	3 15 0	4 2 6	..
2nd year—						
1st half ..	3 0 0	3 7 6	3 15 0	4 2 6	4 10 0	..
2nd half ..	3 7 6	3 15 0	4 2 6	4 10 0	4 17 6	..
3rd year—						
1st half ..	3 15 0	4 2 6	4 10 0	4 17 6	5 5 0	..
2nd half ..	4 2 6	4 10 0	4 17 6	5 5 0	5 10 0	..
4th year—						
1st half ..	4 10 0	4 17 6	5 5 0	5 10 0	5 15 0	..
2nd half ..	4 17 6	5 5 0	5 10 0	5 15 0	6 0 0	6 5 0
5th year—						
1st half ..	5 5 0	5 10 0	5 15 0	6 0 0	6 5 0	6 10 0
2nd half ..	5 10 0	5 15 0	6 0 0	6 5 0	6 10 0	6 15 0
6th year—						
1st half ..	5 15 0	6 0 0	6 5 0	6 10 0	6 15 0	7 0 0
2nd half ..	6 0 0	6 5 0	6 10 0	6 15 0	7 0 0	7 5 0
7th year—						
1st half ..	6 5 0	6 10 0	6 15 0	7 0 0	7 5 0	..
2nd half ..	6 10 0	6 15 0	7 0 0	7 5 0	..	..
8th year—						
1st half ..	6 15 0	7 0 0	7 5 0	..	..	..
2nd half ..	7 0 0	7 5 0	..	..	..	..
9th year—						
1st half ..	7 5 0	..	..	..	..	..

4. *Overtime*

(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 2s. 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 2s. 6d. per meal.

5. *Holidays*

(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 with less than twelve 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. The above mentioned holidays shall, if they fall on Sunday be allowed on the Monday with the exception of Anzac Day which shall be observed on whichever day it may fall, without an additional day being granted should it fall on a Sunday.

6. *Term of Employment*

(a) The employment shall be a fortnightly employment and two week's 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 the employer has no control.

7. *Exclusion of Executives*

This agreement shall not apply to assistants in receipt of not less than £500 per annum.

8. *Disputes*

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.

9. *Under-rate Workers*

(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.

10. *Workers to be Members of Union*

(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 Industrial District Architects' Industrial Union of Employers, while a suitable vacancy exists with a member of such union.

11. *Time Off for Examinations*

(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.

(b) The employer shall afford to the employee such time in office hours as he may reasonably require to attend lectures of the profession but such time shall not exceed in total 30 minutes per week.

12. *Scope of Agreement*

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

13. *Term of Agreement*

This agreement shall come into force on the day of the date hereof and shall continue in force until the 19th day of December, 1950.

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

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

WILLIAM J. MCKEON, President.

ALLAN H. MITCHELL, Vice-President.

Witness to the above signatures—J. R. Hanlon, 8-12 Terrace, Wellington.

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

GEOFFREY NEES, President.

W. M. BRADSHAW, Secretary.

Witness to the above signatures—A. Grahame Kofoed, Architect, Dominion Building, Wellington.