

FILED IN JUNE.

AUCKLAND INDUSTRIAL DISTRICT.

(717.) AUCKLAND ELECTRIC TRAMWAYS.—AWARD.

In the Court of Arbitration of New Zealand, Auckland Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment; and in the matter of an industrial dispute between the Auckland Electric Tramways Industrial Union of Workers (hereinafter called “the workers’ union”) and the Auckland Electric Tramways Company (Limited) (hereinafter called “the employer”).

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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 1st day of June, 1904, and shall continue in force until the 31st day of May, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 17th day of May, 1904.

FREDK. R. CHAPMAN, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Work.

1. The hours of work shall be eight hours per day for all employees, but the employer shall have the right to call upon any employee to work for one hour more on any day, paying for the time so worked at ordinary rates. All time worked beyond nine hours shall be paid for at time-and-a-half rates.

All time worked on Sundays shall be paid for at time-and-a-half rates. Any men called upon to work on Christmas Day or Good Friday shall be paid at double-time rates.

2. The employer shall have the option of relieving any man for meal-time for a maximum of one hour, the time of such relief to be deducted in the computation of the man's time.

In cases where the option is not exercised, relieving-mates are to be allowed to agree to relieve each other for meal-time; failing such agreement the men shall work throughout the shift.

Rates of Wages.

3. The following shall be the minimum rates of wages payable to the several classes of employees: Motormen, 1s. per hour; conductors, 10½d.; switchmen, 10½d.; assistant switchmen (boys), 5d.; trackmen, 11¼d.; car-examiners, 1s. ¾d.; firemen at power-station, 1s.; all general labourers, including car-cleaners, 10½d.

Under-rate Workmen.

4. Any worker who may consider himself unable from any cause to earn the minimum wage hereby prescribed for the class of work for which he desires employment may be employed by the employer at such less wage as shall be fixed, in writing, by agreement between the employer and the secretary to the union, and, failing such agreement, by the Chairman of the Conciliation Board for this industrial district. Twenty-four hours' notice of the application to the Chairman shall be given by the worker to the secretary of the union, and such secretary shall be entitled to be heard by the Chairman upon such application.

No Discrimination.

5. The employer shall not in the engagement or dismissal of workers discriminate against members of the union, nor do anything for the purpose of injuring the union directly or indirectly.

When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony, and shall receive equal pay for equal work.

Terms of Engagement.

6. A week's notice of dismissal or of resignation shall be given by the employer or the employee, but this shall not prevent the employer from dismissing any employee for good cause.

Limits of Award.

7. This award shall take effect on the 1st day of June, 1904, and remain in force for one year from that date, and shall thereafter continue in force until superseded by another award or an industrial agreement.

In witness whereof, the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 17th day of May, 1904.

FREDK. R. CHAPMAN, J., President.

REASONS FOR AWARD.

The Court makes no provision as to reporting by spare men, but recommends the company to endeavour to devise a system by which the men are put to the minimum inconvenience, and to this end to inquire into the methods in use in other centres.

The Court has thought it best to make the award for one year only, as this is the first occasion on which an award has been made in connection with an extensive system of electric tramways. The Court considers that this course is desirable in case any of the provisions operate detrimentally to either party, as it will give the Court an opportunity of reconsidering such provisions.

FREDK. R. CHAPMAN, J., President.