

(2338.) NAPIER GAS EMPLOYEES.—AGREEMENT.

THIS industrial agreement, made in pursuance of the industrial Conciliation and Arbitration Act, 1908, and its amendments, this 1st day of June, 1911, between the Napier Gas Employees Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Napier Gas Company (Limited) (hereinafter called "the employer"), of the other part, whereby it is mutually agreed by and between the union and the employer as follows:—

SCHEDULE.

1. *Hours of Work for Stokers.*—A full week's work shall consist of seven shifts of eight hours per shift.

2. *Rates of Pay.*—Stokers to receive 10s. per shift. One stoker to be selected as a leading hand, who will see that the work in the retort-house is carried on efficiently, the heats kept up, and the make maintained, conferring with the foreman or manager on matters bearing on the work as necessity arises.

3. When the maximum make by six regular stokers exceeds a daily average of 240,000 cubic feet of gas made as per station meter for one week, three extra stokers to be employed by the company, and to continue to be employed until the daily make reduces to the original average. The average make to be ascertained by taking six days, Monday to Saturday inclusive. Stokers to do any coal-trimming required on Sundays when extra stokers are employed.

4. *Holidays.*—The following shall be recognized holidays: Boxing Day, New Year's Day, Christmas Day, People's Show Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, and Prince of Wales' Birthday if a general holiday. Work done on those days to be paid for at the rate of double time. In addition to above, ten days' holiday on full pay to be allowed every twelve months to permanent stokers; and, under the following schedule, after three months' work, one day per month.

5. *Firemen.*—Wages to be at the rate of £3 per week (Sunday included). Hours of labour, eight hours per day, except Sundays and holidays.

6. *Boilermen.*—Boilermen attached to retort-house to receive 8s. per shift of eight hours, for seven shifts per week. Ten days' holiday on full pay to be allowed every twelve months, together with £2 2s. allowance conditionally on same being spent away from Napier, to each boilerman. Booster: Boiler-attendant to be paid £2 14s. per week of forty-five hours.

7. *Yardmen, Coal-wheelers, &c.*—Hours of labour, 8 a.m. to 5 p.m. on five days of the week, except Saturday, when the hours are 8 a.m. to 1 p.m. Rates of pay: Ordinary labour and tar-tank labour, £2 11s. per week. Coal-wheelers, men employed in retort-house cleaning carbon and assisting stokers when required, £2 14s. per week. Casual labour, 1s. 1½d. per hour ordinary time. Overtime—All time worked beyond the hours herein mentioned to be paid for at the rate of time and a quarter for the first two hours

and time and a half thereafter. Casual coal labour in trucks discharging coal *ex* vessels at Port Ahuriri yard: Ordinary time, 1s. 6d. per hour; overtime, 2s. 1d. per hour.

8. *Holidays*.—New Year's Day, Labour Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, Sovereign's Birthday, Prince of Wales' Birthday if a general holiday, and Show Day. All work done on these days to be paid at time and half, except Christmas Day, Good Friday, and Sunday, when double time shall be paid.

9. *Preference*.—While no existing employee will be compelled to join the union, if the employer shall hereafter engage any person within the conditions hereinbefore mentioned who shall not be a member of the union, and who within one calendar month after his engagement by the employer shall not become and remain a member of the union, the employer shall dismiss such worker from its service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done and willing to undertake the same. Any person leaving except by transfer or being discharged as unsuitable from the employ of the company shall cease to be a member of the union.

10. *Strikes*.—(a.) The union shall do all in its power to prevent any strike by any of the workers affected by this agreement, and if any strike shall occur in which any member of the union shall take part, such strike shall be *prima facie* evidence that the union has committed a breach of its duty hereunder.

(b.) The Court reserves to itself full power, in the event of any such strike as last mentioned occurring, to suspend, on application of the employer, the operation of all or any of the provisions of this agreement for such period as the Court shall think proper.

This agreement shall come into force on the 1st day of June, 1911, and shall be binding on the parties hereto for a period of two years, and ending the 31st day of May, 1913.

Dated at Napier, this 1st day of June, 1911.

Sealed with the seal of the union in pursuance of resolution of the union confirmed at a special meeting convened for that purpose, and after a draft of the within agreement had been approved, such resolution being duly recorded in the minutes and signed by the president and secretary in the presence of—

[SEAL.]

THOMAS WILLIAM BARRY, President.
DENNIS MCCARTHY, Jun., Secretary.
CHRISTOPHER MACARTNEY, Witness.

1st June, 1911.

The common seal of the Napier Gas Company (Limited) was hereto affixed in the presence of—

E. W. KNOWLES,
Chairman, Napier Gas Company.

CHAS. H. EDWARDS,
Manager.

21st June, 1911.