

(4053.) CHRISTCHURCH GASWORKS EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Christchurch Gasworks Employees' Industrial Union of Workers (hereinafter called "the union") and the Christchurch Gas, Coal, and Coke 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 the employer by its 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 employer, 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 employer, 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 employer shall respectively do, observe, and perform every matter and thing by this award and by the said terms,

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 Factories 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.

Term of Award.

8. This award shall come into force on the 17th day of May, 1915, and shall continue in force until the 17th day of November, 1917.* Provided that increases in wages (if any) shall be paid as from the 27th day of April, 1914.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 5th day of May, 1915.

T. W. STRINGER, Judge.

MEMORANDUM.

The principal question raised in this dispute was as to wages, and these the Court has fixed at rates which it considers fair and reasonable.

In accordance with the arrangement made when the original hearing was adjourned, at the request of the company, on the 27th day of April, 1914, any increases in wages are to operate as from that date.

In the opinion of the Court no sufficient reason for excluding the usual Court clause as to preference was shown at the hearing, and it has therefore been inserted in the award.

T. W. STRINGER, Judge.

* Section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.