

(4700.) AUCKLAND GAS COMPANY (LIMITED) AND THE BIRKENHEAD AND NORTHCOTE GAS COMPANY (LIMITED).—AWARD *RE* RETORT-HOUSE WORKERS.

In the Court of Arbitration of New Zealand, Northern 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 Auckland Gas Companies' Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned companies (hereinafter called "the employers") :—

The Auckland Gas Company (Limited), Auckland.

The Birkenhead and Northcote Gas Company (Limited),
Auckland.

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 representa-

tives duly appointed, and having also heard the employers 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 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 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 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 20th day of August, 1917, and shall continue in force until the 20th day of August, 1919, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 11th day of August, 1917.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. A week's work shall consist of seven shifts of eight hours each shift. Workers shall change shifts every week or fortnight, as may be mutually arranged, so that the day work shall be divided equally between three shifts.

Notwithstanding the foregoing the present arrangements with regard to the Birkenhead works may continue.

Holidays and Overtime.

2. (a.) Each worker who has been on the staff for twelve months or more shall receive ten days' holiday on full pay per annum. The time for taking these holidays shall be by mutual arrangement with the companies. Any worker who has been on the staff

for six months and under twelve months, upon his discharge or leaving of his own accord, shall be entitled to holiday-pay *pro rata*, provided that any worker leaving of his own accord has complied with the provisions of clause 5 hereof.

(b.) Except for the purpose of changing shifts all time worked outside the hours prescribed in clause 1 hereof shall be paid for at the rate of double time.

(c.) Any worker who, except in the case of unforeseen emergency, is unable to begin work with his shift shall give to his foreman at least twenty-four hours' notice of his inability to go on duty. In the case of unforeseen emergency he shall give the company such reasonable notice as may be possible under the circumstances. Any failure on the part of a worker to give such notice shall entitle the employer to arrange for a substitute at ordinary rates, notwithstanding that such substitute may have already worked a shift.

Wages.

3. (a.) The minimum wages for retort-house workers shall be as follows: Machine-men and stokers, 10s. 6d. per eight-hours shift; water-gas operators, 10s. 6d. per eight-hours shift; all others, 10s. per eight-hours shift.

(b.) So long as the British Empire remains in a state of war with Germany and Austria or either of them, and for three months after the cessation of such war, there shall be paid to all adult workers coming within the scope of this award a war bonus of 1s. per shift in addition to the wages provided above.

Termination of Engagement.

4. Not less than seven days' notice shall be given on either side of the intention to terminate the employment.

Payment of Wages.

5. All wages shall be paid weekly and in the employer's time.

Under-rate Workers.

6. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award 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 again 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 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.

Retort-house Boots.

7. Workers when employed on vertical retorts shall be provided, when necessary, with green-hide leather, hardwood strips, heel-plates, and screws for the repairing of their boots.

Preference.

8. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, the employer shall dismiss such worker from his 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 ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding .6d. per week.

Scope of Award.

9. This award shall bind only the union and the companies hereinbefore named.

Term of Award.

10. This award shall come into force on the 20th day of August, 1917, and shall continue in force until the 20th day of August, 1919.

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 11th day of August, 1917.

T. W. STRINGER, Judge.

MEMORANDUM.

The only substantial questions submitted to the Court were as to working-conditions, wages, and preference. The Court was not able, on the evidence given, to attempt to lay down working-conditions. Wages and preference have been settled by the Court.

T. W. STRINGER, Judge.
