

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(4626.) AUCKLAND GAS EMPLOYEES (*RE* METER-REPAIRERS).—
AWARD.

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 Auckland Gas Company (Limited) and the Birkenhead and Northcote Gas Company (Limited) (hereinafter called "the employers").

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, 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 21st day of April, 1917, and shall continue in force until the 21st day of April, 1918, 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 10th day of April, 1917.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) The hours of work for workers employed in the meter-shop shall be forty-seven per week, from 7.30 a.m. to 12 noon and from 1 p.m. to 5 p.m. on five days of the week, and from 7.30 a.m. to 12 noon on Saturday.

(b.) The hours of work for complaint men shall be forty-eight per week. Two shifts per week may be worked. The hours of work for the first shift shall be forty-eight per week, of which eight and a half hours shall be worked consecutively, except for meal-hours, on five days of the week between the hours of 7.30 a.m. and 5 p.m., and five and a half hours on Saturday between the hours of 7.30 a.m. and 1 p.m. The second shift shall consist of eight hours worked consecutively between the hours of 1 p.m. and 9 p.m. on six days of the week.

There shall be as far as possible an equitable distribution of day and afternoon shifts amongst the employees, such distribution when practicable to be on a weekly basis.

(c.) The week's work for drip-pump men shall consist of forty-eight hours, worked as follows: Eight and a half hours from 7.30 a.m. to 5 p.m. on five days of the week, with one hour for dinner, and on Saturday from 7.30 a.m. to 1 p.m., provided that on Saturday morning of each week workers may be required to start work not earlier than 5 a.m., and overtime shall commence after five and a half hours have been worked.

Overtime and Holidays.

2. (a.) All time worked in excess of the hours mentioned in clause 1 hereof shall be considered overtime, and shall be paid for at time-and-a-half rates.

(b.) All time worked on Sunday, New Year's Day, Anniversary Day, Easter Monday, the birthday of the reigning Sovereign, Boxing Day, the works picnic-day, Good Friday, Christmas Day, and Labour Day shall be paid for at time-and-a-half rates.

(c.) Any worker called from his home after 9 p.m. up to the ordinary time of starting work in the morning shall be paid at double-time rates.

Wages.

3. (a.) The minimum wages to be paid to wet-meter repairers who are engaged at any time during any one week at meter-repairing shall be 1s. 2½d. per hour. The minimum rate of wages for complaint men shall be 1s. 2d. per hour, but if employed at any time in any one week at meter-repairing they shall receive 1s. 2½d. per hour for the whole of that week. The minimum wages to be paid to drip-pumpers shall be 1s. 2d. per hour.

(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 1d. per hour in addition to the wages provided for as above.

(c.) Notwithstanding the foregoing the said war bonus may at any time during the currency of this award be continued either wholly or partially, or may be increased or terminated as the Court, on the application of any party to the award or of its own motion, may determine.

Boys and Youths.

4. (a.) Boys and youths may be employed to assist adult workers in the above-mentioned departments at the following rates of wages:—

	Per Week.		
	£	s.	d.
Under 17 years of age, at the rate of ...	1	0	0
From 17 to 18 years of age, at the rate of ...	1	5	0
„ 18 „ 19 „ „ „ ...	1	10	0
„ 19 „ 20 „ „ „ ...	1	15	0

(b.) Where a worker who is over the age of twenty years is taken on as a learner he shall be paid not less than 1s. per hour for the first twelve months, after which he shall receive the minimum wage as provided in clause 3 hereof.

Travelling-allowance.

5. All necessary fares for travelling to and from the employer's place of business or its equivalent and the place where the work is to be performed shall be paid by the employer. Employees may use cycles or motor-cycles if provided by the employer. Employees using their own machines shall receive an allowance for the use of the same, the amount of allowance to be mutually agreed upon.

Tools.

6. The employer shall provide each worker with such tools as he may require, and a bag if necessary, for which he shall give a receipt if requested. Tools lost shall be replaced at the worker's expense.

Termination of Engagement.

7. (a.) Not less than one day's notice shall be given on either side of the intention to terminate the employment.

(b.) On the termination of the employment the worker shall be paid the sum due to him for wages if he shall have delivered to the employer all property in his possession belonging to the employer.

Under-rate Workers.

8. (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.

Preference.

9. (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.

Carrying Materials.

10. Any worker carrying materials or a kit of tools from his home to the shop in the morning outside the hours specified in clause 1 hereof shall be paid at ordinary rates for the time so occupied.

Scope of Award.

11. This award shall apply only to the union and the companies hereinbefore named.

Term of Award.

12. This award shall come into force on the 21st day of April, 1917, and shall continue in force until the 21st day of April, 1918.

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 10th day of April, 1917.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept. At the hearing the parties agreed upon the term of the award.

T. W. STRINGER, Judge.
