

(4628.) AUCKLAND GAS EMPLOYEES (*RE* STREET-LAMPS SECTION).—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 as hereinafter provided, and shall continue in force until the 1st day of May, 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 shall be forty-seven per week, eight and a half hours of which shall be worked consecutively on each

of five working-days of the week, and four and a half hours consecutively on Saturday.

(b.) The usual working-hours shall be between the hours of 7.30 a.m. and 5.30 p.m. on five working-days of the week, and between the hours of 7.30 a.m. and 12 noon on Saturday, provided that the employers shall have the right to mutually arrange other hours of commencing and ceasing work with the workers concerned.

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 the rate of time and a quarter for the first two hours and time and a half thereafter. In reckoning overtime each day shall stand by itself.

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

Wages.

3. (a.) The minimum wage to be paid to each street-lamp maintenance man shall be £2 11s. per week.

(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 3s. per week 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.

Definition of Duties.

4. The following are defined as the duties of all street-lamps maintenance men: Winding and setting automatic controllers, maintenance of incandescent burners and renewal of mantles, cleaning lanterns and top glasses, cleaning and greasing lamp and clock cocks.

Travelling-allowance.

5. When an employee is instructed to leave his round for any purpose all necessary fares for travelling shall be paid by the employer, and the time reasonably occupied in travelling counted as working-time.

Ladder and Outfit.

6. The employers shall arrange for a place or places on each round where the ladder and outfit may be deposited. Working-time shall start from and to the depot.

Tools.

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

Payment of Wages.

8. (a.) All wages shall be paid weekly and in the employer's time.

(b.) Unless otherwise provided for in this award employers shall be liable to pay only for time actually worked.

Under-rate Workers.

9. (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.

10. (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.

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

Term of Award.

12. This award shall come into force, so far as the provisions of clause 3 are concerned, on the 21st day of April, 1917, but as regards all the other provisions of the award on the 1st day of May, 1917, and shall continue in force until the 1st day of May, 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 term of award in the form above provided was agreed on by the parties.

T. W. STRINGER, Judge.