

CANTERBURY INDUSTRIAL DISTRICT.

(8407.) 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 undermentioned persons, firms, and companies (hereinafter called “the employers”):—

The Christchurch Gas, Coal, and Coke Company (Limited),
Christchurch.

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,

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 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 a penalty as by law provided shall be 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 4th day of November, 1927, 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 affixed, and the Judge of the Court hath hereunto set his hand this 16th day of November, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) The week's work for stokers, machine operators, and water-gas operators in the retort-house shall consist of not more than seven shifts of eight hours each.

(b.) The week's work for other workers covered by this award, except those employed in the complaint and maintenance department, shall not exceed forty-seven hours per week, to be worked between the hours of 7.30 a.m. and 5.30 p.m. on five days of the week, and between 7.30 a.m. and 12.30 p.m. on Saturdays ; but not more than eight and a half hours shall be worked on five days of the week and four and a half hours on Saturday.

(c.) Workers in the complaint and maintenance department shall be free from the above restrictions as to hours of work, but shall be paid overtime rates for all time worked over eight and a half hours in any one day.

Minimum Wages.

2. (a.) Retort-house: The wages for an eight-hours shift, up to six shifts in one week, shall be—For machine operators, 2s. 1½d. per hour; stokers, 2s. 1¼d. per hour; water-gas operators, 2s. 1½d. per hour.

(b.) Workshop hands: Blacksmiths, 2s. 2d. per hour; mechanics, 2s. 2d. per hour; workshop assistants, 2s. per hour.

(c.) Yardmen, 1s. 10d. per hour. Workers cleaning flues, 2s. 3d. per hour.

(d.) Complaint-men and meter-fixers, 1s. 10½d. per hour.

(e.) Service-layers, 2s. per hour; helpers, 1s. 10d. per hour.

(f.) Meter-waterers, 1s. 9½d. per hour.

(g.) Siphon-pumpers, 1s. 9½d. per hour.

(h.) Town workshop hands, per hour: First mechanic, 2s. 2d.; others, 2s. 1d.; blacksmith, 2s. 2d.; blacksmith's assistant, 2s.

(i.) Maintenance department: General hands, 1s. 10½d. per hour.

Boys and youths may be employed and paid as follows:—

	Per Week.		
	£	s.	d.
Under seventeen years of age	1	0	0
Seventeen to eighteen years of age	1	10	0
Eighteen to nineteen years of age	2	0	0
Nineteen to twenty years of age	2	10	0

The proportion of boys and youths to adult workers shall be one to every two adult workers or fraction of two permanently employed in the department.

(j.) Where a worker is over the age of twenty years and is taken on as a learner he shall be paid not less than 1s. 6d. per hour for the first three months, after which he shall receive the minimum wages as provided in clause 2 (i).

(k.) Storemen: Head storeman, 2s. per hour; assistant storeman, 1s. 10d. per hour.

(l.) Meter-cleaners, 1s. 10d. per hour; dry-meter repairers, 2s. 3d. per hour; wet meter-repairers, 2s. per hour.

(m.) Workers engaged in unloading coal shall be paid 10 per cent. extra, but shall work any eight hours as may be required by the employer, and shall be paid overtime for any time worked in excess of eight hours in any day.

General.

3. (a.) When a vacancy occurs in the new retort-house, senior stokers in the old retort-house shall have preference, other things being equal.

(b.) When painting columns and girders on holders, the wages to be paid for such work shall be at the award rate for painters.

(c.) No deduction shall be made from the weekly wage except for time lost by the worker through his own default.

(d.) When wheeling coal, weight of barrow and coal shall not exceed 400 lb.

(e.) When carbonizing retorts, yardmen shall be paid stokers' wages.

(f.) When cleaning fires in retort-house, two men shall be employed at stokers' wages during the time so employed.

(g.) Workers while engaged in cleaning purifiers shall receive 3d. per hour extra.

(h.) In the case of a breakdown of machinery, two men shall draw and charge two benches.

(i.) Service-layers : Gum boots shall be provided by the company, and shall be obtained for any worker requiring same for any particular work.

(j.) Tram fares shall be paid by the company in all cases where the worker is instructed to travel by tram.

(k.) Maintenance staff : Matches, 6d. per week where necessary. All employees required to wear uniforms shall be supplied with same by the company at one-third the cost.

(l.) Wages shall be paid each Thursday in the employer's time.

(m.) If any worker coming within the scope of this award is receiving more than the rate of wages provided in this award, his wages shall not be reduced.

(n.) Every man taking another man's place shall be paid at the same rate of wages for doing the same class of work.

Bicycles.

4. All workers using their own bicycles at the request of their employer, shall receive a bicycle allowance of 2s. 6d. per week.

Overtime.

5. All time worked in excess of the daily hours as provided in clause 1 (a) and (b) hereof, or before or after the hours mentioned in clause 1 (except in the case provided for in clause 2 (m) hereof), and by maintenance and complaint men over eight and a half hours in any one day, shall be paid for at the rate of time and a third for the first two hours, time and a half for the next two hours, and double time thereafter.

Holidays.

6. (a.) The following shall be the recognized holidays : Labour Day, New Year's Day, Christmas Day, Good Friday, picnic day, and Anzac Day, and shall be paid for. Workers required to work on any of these holidays shall receive an extra day's pay.

(b.) For work done on Boxing Day, Sovereign's Birthday, Show Day, and Easter Monday, time-and-a-quarter rates shall be paid.

Annual Leave.

7. Workers coming under clause 1 (a) who have been employed for not less than twelve months shall receive seven days' holiday each year on full pay.

Sunday Work.

8. (a.) All Sunday work shall be paid for at double rates. This shall not apply to shift hands and to complaint and maintenance men.

(b.) Shift-workers working on Sundays shall be paid 8s. extra for the Sunday shift.

(c.) For work done on Sundays, complaint and maintenance men shall be paid 3s. per Sunday extra.

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 seven 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 1s. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear without reasonable excuse in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Under-rate Workers.

10. (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.

Scope of Award.

11. This award shall apply only to the parties named herein.

Term of Award.

12. This award in so far as it relates to wages shall be deemed to have come into force on the 4th day of November, 1925, and so far as all the other conditions of this award are concerned it shall come into force as from the day of the date hereof ; and this award shall continue in force until the 4th day of November, 1927.

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 16th day of November, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

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

F. V. FRAZER, Judge.