

(10759.) BIRKENHEAD AND NORTHCOTE GAS COMPANIES' EMPLOYEES.—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS agreement is made in pursuance of the Labour Disputes Investigation Act, 1913, this 28th day of February, 1935, between the Auckland Gas Employees' Union, Incorporated (hereinafter referred to as "the union"), of the one part, and the Birkenhead and Northcote Gas Co., Ltd. (hereinafter referred to as "the employer"), on the other part, witnesseth that it is hereby mutually agreed and declared between and by the union and the employer above mentioned:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding on the said parties, and they shall be deemed to be and hereby declared to form part of this agreement.

2. The said parties shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

PART I.

Hours of Work.

1. (a) The hours of work for workers employed in the meter-shop and stove-shop, for complaint-men, drip-pump men, street-lamps men, meter-waterers, maintenance-men, and labourers shall be forty-seven per week.

(b) The working hours shall be between the hours of 7.30 a.m. and 5 p.m. on five working-days of the week, and between the hours of 7.30 a.m. and 12 noon on Saturday: Provided no worker shall be required to work more than eight hours and a half at ordinary rates on any one day.

(c) Two sets of hours per day may be worked in the complaint department. The first set of hours (herein called "the day set") shall be worked during the hours prescribed for complaint-men in subclause (b) hereof. The second set of hours (herein called "the afternoon set") shall consist of seven hours and fifty minutes, and shall be worked consecutively between the hours of 1 p.m. and 8.50 p.m. on six ordinary days of the week.

(d) There shall be as far as possible an equal distribution of day and afternoon work amongst the complaint-men. Such

distribution shall be so arranged that no complaint-man shall be required to work on a day set and on an afternoon set of hours in any one week, except in case of emergency.

(e) Street-lamp men employed outside a radius of three miles and a half from the Auckland General Post Office or in North Shore districts shall have the right to arrange with the employers for other hours for commencing and ceasing work.

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 at the rate of time and a quarter for the first two hours, time and a half for the next two hours, and double time thereafter. Time and a quarter shall mean an extra quarter rate of pay; time and a half shall mean an extra half rate of pay; and double time shall mean an extra whole rate of pay.

(b) New Year's Day, Anniversary Day, Good Friday, Easter Monday, the birthday of the reigning sovereign, Labour Day, Christmas Day, Boxing Day, and the Saturday annual picnic day shall be holidays.

(c) Workers required to work on New Year's Day, Good Friday, and Christmas Day shall be paid at double time rates; workers employed on Sundays and other holidays shall be paid at time and a half rates.

(d) Complaint hands and labourers required to work on Sundays and holidays shall receive not less than four hours consecutive work if they so desire.

(e) Labourers who are employed on hourly rates and who attend the picnic shall be paid for picnic day for the number of hours usually worked on that day of the week. It shall not be obligatory for the employer to pay workers on weekly wages—such as maintenance-men, stove-department men, meter-shop men, meter-waterers, lamp-men, and drip-pump men—for picnic day unless they are on that day working for the employer or attend the picnic.

Wages.

3. (a) The minimum wage for all workers specified in clause 1 hereof, except labourers, shall be £3 14s. 8d. per week.

(b) Complaint hands employed on afternoon shift shall receive an additional sum of 8s. 8d. per week.

(c) The minimum wage for labourers shall be 1s. 7½d. per hour.

(d) The minimum wage for service-layers shall be 1s. 8½d. per hour.

(e) The minimum wage for gangers in street in charge of not less than six men shall be 1s. 9d. per hour.

(f) Labourers required to work in wet places—that is, in any place where they are standing in water $1\frac{1}{2}$ in. deep—shall whilst so employed receive an additional 2d. per hour. Work emptying sump-hole shall be regarded as work in a wet place.

(g) Labourers and all hourly workers who have worked full available time during the week shall be paid for an extra hour. "Full available time" shall be deemed to be the working-hours specified in clause 1 hereof after deduction of holidays and all time lost through rain after the worker has started work. Any labourer who turns out on a wet day and at the request of the foreman stands by for more than half an hour and does not subsequently work that day shall receive an hour's pay.

(h) Labourers employed pipe-caulking street-main shall be paid an extra 1d. per hour.

(i) This agreement shall not be interpreted to mean that workers shall be entitled to payment for time lost through their own default or through sickness.

Dirty Work.

4. (a) All workers assisting boilermakers shall receive 1s. extra for each day or part of a day during which they are employed on dirty work with boilermakers who are in receipt of "dirty-money."

(b) Workers engaged inside purifier-boxes emptying or easing oxide shall receive $1\frac{1}{2}$ d. per hour, in addition to the wages prescribed in clause 3 (c) hereof.

(c) Workers when employed unloading coal-boats shall receive 1s. $11\frac{1}{2}$ d. per hour.

Boys and Youths.

5. (a) The minimum wage for boys and youths employed to assist adult workers shall be as follows: Under seventeen years of age, 17s. 11d. per week; from seventeen to eighteen years, £1 5s. 7d. per week; from eighteen to nineteen years, £1 13s. 4d. per week; from nineteen to twenty years, £2 1s. per week.

(b) The proportion of boys and youths to adult workers shall be not more than one to every three or fraction of three permanently employed in the maintenance department.

(c) Where a worker who is over the age of twenty years is employed as a learner in the maintenance department he shall be paid during the first two months of such employment not less than £3 5s. 7d. per week, and thereafter the minimum wage prescribed in clause 3 hereof.

Travelling-allowances.

6. (a) Workers shall be at the place where the work is to be performed at the time appointed for commencing work. When the place where the work is to be performed is over one mile and a half from any of the undermentioned depots at which the worker may accept engagement in writing, all fares and the times reasonably occupied in travelling to and from work, beyond the limit of one mile and a half, shall be allowed by the employer at ordinary-time rates.

(b) Employees may use their own bicycles, and in such case payment shall be a matter of arrangement between the employee and the company, but such payment shall not be less than at the rate of 3s. per week.

(c) When an employee in the street-lamp section 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.

Workers shall accept engagements only at Birkenhead and Northcote Co.'s Depot, Gasworks, Church Street, Northcote.

Tools.

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

(b) The employer shall arrange for a place or places on each round where the ladders and outfits of the street-lamp sections may be deposited, and the working-time shall start from and to the depot.

Carrying Materials.

8. Any worker carrying the employers' materials or tools outside the hours specified in clause 1 hereof shall be paid at ordinary rates for the time so occupied.

Distribution of Overtime.

9. There shall be an equal distribution of overtime amongst the employees as far as possible.

PART II.

Hours of Work.

10. The hours of work for retort-house workers and other shift-workers employed shall be as follows: A week's work shall consist of six 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 the workers.

Holidays and Overtime.

11. (a) Each worker who has been on the staff for twelve months shall receive twelve days' holiday per annum on full pay. The time for taking these holidays shall be by mutual arrangement with the companies. Any worker who has been on the staff for three months and over, upon his discharge or leaving of his own accord, or being transferred to other work than shift-work, shall be entitled to holiday pay *pro rata*, provided that any worker leaving of his own accord has complied with the provisions of clause 16 hereof.

(b) Except for the purpose of changing shifts, all time worked in excess of the hours prescribed in clause 10 hereof shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

(c) Any worker who, except in case of unforeseen emergency, is unable to begin work with his shift shall give to his employer at least twenty-four hours' notice of his inability to go on duty. In the case of unforeseen emergency he shall give such notice as may be possible in the circumstances. Except in the case of such unforeseen emergency, any failure on the part of a worker to give between the hours of 9 a.m. and 5 p.m. at least twelve hours' notice shall entitle the employer to deduct four hours' pay from the holiday pay which is or may become due to the worker for each occasion on which he may fail to give the required notice. When any worker fails to give notice as above and becomes liable to a deduction from his holiday pay the employer shall, within three days thereafter, give notice in writing to the union of such worker's default and of the intention of making such deduction, and if this notice is not given no such deduction shall be made.

Wages.

12. (a) The minimum wage for workers specified in clause 10 hereof shall be as follows: Machine-men, 15s. 4d. per shift; stokers, water-gas operators, 14s. 11d. per shift; fire-cleaners, boiler-firemen, 14s. 5½d.; all others, 14s. per shift.

(b) Workers employed working on a day shift but who are not rotating shift-workers shall be paid at the same rate of wages as the shift-workers with whom they are working, and shall be entitled to the same privileges.

(c) Any worker, other than a shift-worker, employed in filling a casual vacancy caused through sickness or default of the above-mentioned workers shall receive 1s. 9d. for the first shift in addition to the wages prescribed in subclause (a).

(d) Except as provided for in subclause (c) hereof, any worker other than a shift-worker required to work shifts for less

than one week on construction, maintenance, or repair work shall receive 1s. 4d. extra for each afternoon or night shift worked, and if he shall be required to work less than three consecutive shifts he shall nevertheless receive an extra payment of 3s. 11d.

(e) Any worker other than a whole-time shift-worker who is regularly employed as a relieving shift-worker and who is employed on part-time shift-work each week shall come under the provisions of clause 16 as a shift-worker, and shall also be entitled to the holidays and holiday pay mentioned in clause 11 (a), proportional to the amount of shift work done by him during the period for which holidays and holiday pay are claimed.

(f) Any casual or part-time shift-worker who has worked in excess of forty-eight hours in any one week shall be entitled to payment for overtime at the rate applicable to the class of work on which the overtime was worked.

Retort-house Boots.

13. Workers when employed on the top of vertical retorts shall be provided when necessary with green-hide leather, or material of equal quality, hardwood strips, heel-plates, screws, and sprigs for the repairing of their boots. This shall also apply to other workers in the retort-house where it is deemed necessary.

Pram-working.

14. In the event of the coke-conveyer breaking down, or being out of action for repairs, machine-men and stokers shall be paid time and a half rates for such time as they are employed at pram-working. Whilst pram-working, every endeavour shall be made by the workers to keep up the manufacture of gas, but they shall not be required to work continuously more than forty minutes in the hour.

PART III.

General Provisions.

15. All wages shall be paid weekly, and within ten minutes of ceasing work.

Termination of Engagement.

16. (a) Except in the case of labourers, not less than one week's notice shall be given on either side of the intention to terminate the employment.

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

Under-rate Workers.

17. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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; and such Inspector in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector shall think fit to consider after hearing such evidence and argument as the union and worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector 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 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 Awards of every agreement made with a worker pursuant thereto.

(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.

18. (a) If any employer shall since the 18th day of July, 1929, have engaged or 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 this 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

finer 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.

(c) The employer at intervals of not less than one month shall on demand supply to the secretary of the union a list of the names and addresses of workers coming within the scope of this agreement taken into the employer's service during the previous month, and still employed.

Accommodation.

19. (a) The company shall provide and maintain at their works, to the satisfaction of the Inspector of Factories, sanitary arrangement and also accommodation to enable workers to take their meals and change their clothing, and also provide lockers for the safe keeping of the workers' clothing. Workers using the accommodation-rooms shall keep the rooms clean to the satisfaction of the union stewards, and the company shall clean the rooms once a week.

(b) Where reasonably necessary the company shall provide sanitary conveniences for and accommodation for the reasonable comfort of outside workers.

Scope of Agreement.

20. This agreement shall bind only the union and the company hereinbefore named.

Interpretation.

21. Any question incidental to or arising out of the interpretation of this agreement shall be determined by the Conciliation Commissioner for the district.

Term of Agreement.

22. This agreement shall come into force on the 28th day of February, 1935, and shall continue in force until the 31st day of October, 1935, and thereafter until (a) a new agreement has been duly entered into, or (b) until fourteen days after notice of a dispute has been given under section 4 or 11 of the Labour

Disputes Investigation Act, 1913, to the Minister of Labour by either party to this agreement and a settlement of such dispute has not been arrived at within such fourteen days.

Dated at Auckland, this 28th day of February, 1935.

Signed on behalf of the Auckland Gas Employees' Union,
Incorporated—

F. J. MOSLEY.

E. WADHAM.

Signed on behalf of the Birkenhead and Northcote Gas Co.,
Ltd.—

GEORGE W. HEALEY.

Witness of the above signatures—Pat Hally, Conciliation
Commissioner.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Auckland, pursuant to section 8 (1) of the said Act, on the 18th March, 1935.
