

(98.) OTAGO BUILDERS' LABOURERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900”; and in the matter of an industrial dispute between the Otago Builders' Labourers' Industrial Union of Workers (hereinafter called “the union”) and J. B. Thompson, Moray Place, Dunedin; John Lunn, Princes Street; J. McGill and Son, Moray Place; James Small, Albany Street, W. Henderson, Belleknowes; D. W. Woods, Moray Place; Crawford and Watson, Castle Street; James Annand, High Street; McKechnie and Flemming, 82, Cumberland Street; J. and N. Woods, Cumberland Street; A. King, Woodhaugh; Hilton and Miles, Mornington; W. King, George Street; R. Powell, Woodhaugh; John White, King Street; Buschell and Primm, North-east Valley; F. Lyder, Cumberland Street; H. Lyder, 217, Princes Street, South Dunedin; C. Cramp, Burnside; D. McFarlane, Prince Edward Road, South Dunedin; A. Woods, Cargill Street; Foster and George, Filleul Street; A. Shaw, Prince of Wales Hotel, Princes Street; J. E. White, Clerk Street, North-east Valley; C. Lawrence, King Street; Hey and Ashton, Vogel Street; W. Newman, Hyde Street; W. Watson, Clarendon Street; W. Edmonds, Park Street; E. Phillips, Howard Street (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, 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 one of them shall respectively do, observe, and perform ever 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 observe 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 hereby further order that this award shall take effect from the 21st day of September, 1901, and shall continue in force until the 21st day of September, 1903.

In witness whereof the seal of the Court of Arbitration hath been hereunto put and affixed, and the President of the Court hath hereunto set his hand, this 12th day of September, 1901.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. *Hours of Labour.*—The recognised hours of labour to be from 8 a.m. till 5 p.m. on five days of the week, and from 8 a.m. till noon on Saturdays, one hour to be allowed for dinner (Saturdays excepted), save that from the 1st day of May to the 1st of August in each year parties may arrange to shorten the dinner-hour, and that in such case the work shall close proportionately earlier.

2. *Rate of Wages.*—All men employed in assisting bricklayers, plasterers, and masons to be paid not less than 1s. per hour; general labourers, not less than 10½d. per hour; labourers employed as scaffolders, 1s. 1½d. per hour.

3. *Overtime.*—All work worked beyond the time mentioned in clause 1 to be considered overtime, and be paid for at the rate of time and a half till 9 p.m. and double time after. Double time to be paid on all statutory holidays and Sundays. All time worked by men starting before 8 a.m. and (save as provided in clause 1 hereof) all time worked during dinner-hour to be considered overtime, and be paid for at the rate of time and a half.

4. *Suburban Work.*—Journeymen shall be at the place where the work is to be performed at the hour appointed for the commencement of work, but if such place is distant more than a mile and a half from the Chief Post-office in the City of Dunedin each journeyman employed thereon shall be paid the ordinary rate of wages for the time occupied in proceeding thereto at the rate of four miles for every hour, with a proportionate allowance for more or less than an hour, however and by what means he may proceed thereto, but there shall be deducted from such allowance the time occupied in proceeding for the first mile and a half from the residence of such journeyman.

5. *Country Work.*—Journeymen employed upon country work shall be paid, in addition to their wages while employed upon such work, and while going to and from the same, a further sum of 1s. 6d. for every day while so employed, but no day spent in travelling shall count for more than eight hours; such journeyman shall have his overtime at the rate herein provided. Journeymen employed on country work shall have their fares paid once each way.

6. *Preference.*—If and so long as the rules of the union permit any person of good character upon payment of an entrance fee of 5s., and of subsequent contributions at a rate not exceeding 6d. per week, upon a written application of such person stating his desire to

join the union, without ballot or other election, to become and remain a member thereof, employers shall employ members of the union in preference to non-members, provided there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it :

Provided that the foregoing paragraph shall not apply in any case where an employer shall apply to the officer in charge of the Labour Bureau at Dunedin between the hours of 9 a.m. and 12 noon on any day to send to the chief place of business of such employer in Dunedin or its suburbs, at a date and hour to be named by such employer, a member of the union, and no member of the union able and ready and willing to undertake the work required to be done shall attend at such place of business at the hour named by such employer, such hour not being earlier than 1 p.m. on the day such application is made: Provided that when union and non-union men work together they shall work in harmony, and shall receive equal pay for equal work.

7. *Incompetent Workmen.*—If any workman deems himself incompetent, on the ground of infirmity or old age, to earn the minimum wage he may be paid such less wage as may be from time to time fixed by agreement between the union and his employer, and, in case of dispute, by the Chairman of the Conciliation Board. This clause may also be applied in the case of a youth under the age of twenty-one years, but not for periods extending over more than one year.

The foregoing rules numbered from 1 to 7 inclusive embody the terms, conditions, and provisions referred to in the foregoing award, and are thereby and hereby declared to be incorporated in and to form part thereof.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereto put and affixed, and the President of the Court hath hereunto set his hand, this 12th day of September, 1901.

THEO. COOPER, J., President.

(99.) OTAGO BRICKLAYERS.—RECOMMENDATIONS.

In the matter of "The Industrial Conciliation and Arbitration Act, 1900;" and in the matter of a dispute between the Otago Industrial Union of Bricklayers and the following master bricklayers: viz., J. B. Thomson, Moray Place, Dunedin; John Lunn, Princes Street, Dunedin; J. McGill and Son, Moray Place, Dunedin; James Small, Clyde Street, Dunedin; William Henderson, Belleknowes, Morningside; D. W. Woods, Moray Place, Dunedin; Crawford and Watson, Castle Street, Dunedin; James Annand, High Street, Dunedin; McKechnie and Fleming, 82, Cumberland Street, Dunedin; John White, King Street, Dunedin; F. W. Lyders, Cumberland Street, Dunedin; H. Lyders, 217, Princes Street, South Dunedin; Foster and George, Filluel