
(100.) WELLINGTON BUILDERS' LABOURERS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and “The Industrial Conciliation and

Arbitration Act Amendment Act, 1901"; and in the matter of an industrial dispute between the Wellington Building Trades Labourers' Industrial Union of Workers (hereinafter called "the union") and the Wellington Builders and Contractors' Industrial Union of Employers (W. H. Bennett, Woolcombe Street, secretary); Brown and Johnston, Johnston Street; William Henry Bennett, Woolcombe Street; Thomas Carmichael, Hawkestone Street; W. J. Thompson, Thorndon Quay; Edwards and Palmer, Quin Street; Hawthorne and Crump, Kent Terrace; C. J. Johnson, Molesworth Street; Johnston and Johnston, Wordsworth Street; Matthew Murdoch, Hill Street; Donald McLean, Hawker Street; Paterson and Martin, Quin Street; Priddy and Muir, Ingestre Street; Palliser and Jones, Boulcott Street; Alfred Seamer, Wallace Street; James Trevor, Courtenay Place; James and A. Wilson, Cambridge Terrace; John Moffatt, Douglas Wallace Street; John J. Boyd, Berhampore, Wellington; James Russell, Tory Street; William Rountree, Tory Street; Allan Maguire, Sussex Square; Maurice O'Connor, High Level Tramway, Wellington; Charles Emeny, Ranfurly Terrace; Edward Platt, Molesworth Street; Henry Biggs, Hopper Street; Frederick Jackson, Owen Street; James Barron, Ohio Road; George Smart, Martin Street; Charles Dement, York Street; Fullford and Smith, Willis Street; John Lamb, Waripori Street; Jason Harmer, Rintoul 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 the employers by their representatives duly appointed, and such witnesses as were produced before it, doth hereby order and award: That, as between the union and the members thereof and the employers and each of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and the members thereof and upon the employers and each of them, and 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, the union and the members thereof and the employers and each 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 observe and perform the same. And the Court doth hereby further award 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect of any such breach. And the Court doth further order that this award

shall take effect from the 30th day of November, 1901, and shall continue in force until the 30th day of November, 1903.

* In witness whereof the seal of the Court of Arbitration hath been hereto put and affixed, and the President of the Court hath hereunto set his hand, this 27th day of November, 1901.

THEO. COOPER, J., President.

THE SCHEDULE BEFORE REFERRED TO.

Hours of Labour.

1. A full week's work shall consist of forty-five hours, commencing (except during the months of May, June, July, and August) at 8 a.m. and finishing at 5 p.m. During the months of May, June, July, and August any employer or employers shall have the right to require his or their men to commence work at 7.45 a.m. and to finish work at 4.30 p.m., or, at his or their discretion, to commence work at 8 a.m. and finish work at 4.45 p.m. During these months, and when work commences either at 7.45 a.m. or 8 a.m. and ceases at either 4.30 p.m. or 4.45 p.m., half an hour shall be allowed for dinner, and during the remainder of the year three-quarters of an hour shall be allowed for dinner. In each case the time allowed for dinner shall commence at 12 noon. On Saturdays work shall commence at 8 a.m. and finish at a quarter to 12 noon.

Rate of Wages.

2. All men employed in assisting bricklayers, plasterers, and masons shall be paid not less than 1s. 1d. per hour; general labourers shall be paid not less than 1s. per hour; labourers while employed as scaffolders shall be paid not less than 1s. 2d. per hour.

Overtime.

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

"Statutory holidays" shall mean Christmas Day, New Year's Day, Good Friday, Easter Monday, Labour Day, and birthday of reigning Sovereign: Provided that when Christmas Day, New Year's Day, or the birthday of the reigning Sovereign falls on a Sunday, then the whole holiday shall fall on the next ensuing Monday.

Where it is necessary to prepare material or work before the ordinary hours of commencing work, the employers may employ not more than two men to do such necessary work for not more than a half-hour before the ordinary time for commencing work, and in such case only the ordinary rate of pay shall be paid for such half-hour or lesser time so worked.

Suburban Work.

4. Men employed shall be at the place where the work is to be performed at the hour appointed for 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 Wellington, each labourer 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 labourer.

Boys.

5. Where boys are deemed necessary they shall only be employed in labouring-work in the proportion of one boy to every four fully paid labourers.

A " boy " shall be deemed to be a youth under the age of nineteen years.

Nothing herein contained shall be deemed to affect the employment of any youth duly apprenticed under the provisions of any award of this Court in respect of any work to be done in assisting any journeyman in the trade to which he has been so apprenticed.

Tools.

5. All tools (except hod and short-handled shovel) shall be supplied by the employers.

Preference.

6. If and after the union shall so amend its rules as to permit any person now employed in this industrial district in this occupation, or any other person now residing or who may hereafter reside in this industrial district, and who is a competent workman, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent subscriptions, whether payable weekly or not, not exceeding 6d. per week, upon the written application of the person so desiring to join the union, without ballot or other election, and shall give notice of such amendment in the *New Zealand Times* and the *Evening Post* newspapers, published in the City of Wellington, then and in such case and thereafter employers shall in the engagement of workmen employ members of the union in preference to non-members, provided that 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.

Incompetent Workmen.

7. Any workman who from old age, accident, or infirmity is not capable of earning the minimum wage fixed in other parts of this award may be paid such less wage as may from time to time be agreed upon in writing between any employer and the president or secretary of the union ; and, in default of such agreement within

twenty-four hours after such workman has applied in writing to the secretary of the union, stating his desire that his wage shall be so agreed upon, as shall be fixed in writing by the Chairman of the Conciliation Board for the Industrial District of Wellington upon the application of such workman after twenty-four hours' notice in writing to the secretary of the union, who shall, if desired by him, be heard by such Chairman on such application. Any workman whose wage shall have been so fixed may work and may be employed by any employer for such less wage for the period of six calendar months thereafter, and, after the expiration of the said period of six calendar months, until fourteen days' notice in writing shall have been given to him by the secretary of the union requiring his wage to be again fixed in manner prescribed by this clause.

8. The foregoing paragraphs numbered from 1 to 7 (both inclusive) embody the terms, conditions, and provisions referred to in the foregoing award, and are hereby and thereby 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 27th day of November, 1901.

THEO. COOPER, J., President.