

(328.) NELSON LABOURERS.—AWARD.

In the Court of Arbitration of New Zealand, Nelson Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendments; and in the matter of an industrial dispute between the Nelson Labourers’ Industrial Union of Workers (hereinafter called “the workers’ union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”) :—

- Atkinson, Fred, sen., Contractor, Beachville.
 Burford, J. C., Coalyard-owner, The Port, Nelson.
 Bogle, Andrew, Contractor, Kawai Street, Nelson.
 Bisley Bros. and Co., Express-owners, Hardy Street, Nelson.
 Baigent, Henry, Contractor, Waimea Street, Nelson.
 Calder, J., Wood and Coal Merchant, Waimea Street, Nelson.
 Crisp, Robert, Carter and Contractor, Church Street, Nelson.
 Cotton, Alfred, Express-owner, Grove Street, Nelson.
 Dodson and Co., Brewers, Hardy Street, Nelson.
 Edmondson, H., Tattersall’s Stables, Nelson.
 Grimmett, John, Builder, Trafalgar Street, Nelson.
 Grant Bros., Expressmen, Hardy Street, Nelson.
 Gay, John, Livery Stablekeeper, Trafalgar Street, Nelson.
 Gorman, Thomas, Cordial Manufacturer, Bridge Street, Nelson.
 Hales, John, Nurseryman, Waimea Road, Nelson.
 Harley, J. and Sons, Brewers, Church Street, Nelson.
 Hogg, G. and Co., Brewers, Collingwood Street, Nelson.
 Haggitt, Charles, Contractor, Shakespeare Walk, Nelson.
 Howard, J., Brickmaker, Brook Street, Nelson.
 Houlker, J., Vinegar Works, Waimea Road, Nelson.
 Krahagen, J. W., Coalyard-owner, Nile Street, Nelson.
 Langlands and Co., (c/o E. Oakey), Contractors, Bridge Street, Nelson.
 Lightband and Co., Wood and Coal Merchants, Hardy Street, Nelson.
 Leaper Bros., Contractors, Nelson.
 Miller, William and Son, Builders, &c., Bridge Street, Nelson.
 Marris, William, Builder and Contractor, Waimea Street, Nelson.
 Miller, George, General Contractor, Hardy Street, Nelson.
 McGregor, J., Gardener, Collingwood Street, Nelson.
 Nelson City Council, Nelson.
 Nelson Harbour Board, The Port, Nelson.
 Neal and Haddow, Wood and Coal Yard Owners, Vanguard Street, Nelson.
 Orsman, William, Carting Contractor, St. Vincent Street, Nelson.
 Orsman, John, Contractor, St. Vincent Street, Nelson.
 Plum, F., Contractor and Asphalter, Trafalgar Street North, Nelson.

Pycroft and Jackson, Builders and Contractors, Wellington Terrace, Nelson.

Robertson Bros., Builders, Hardy Street, Nelson.

Roughton, W. A., Contractor, Hardy Street, Nelson.

Remnant, Charles, General Contractor, St. Vincent Street, Nelson.

Rout, George, Land and Estate Agent, Cambria Street, Nelson.

Stoke Orphanage (Father George, Manager), Nelson.

Sharp, J. R., Express-owner, Nelson.

Stringer, J. A., Contractor, Bridge Street, Nelson.

Scott's Estate Executors, Builders, Trafalgar Street, Nelson.

Shone, Alfred, Builder and Contractor, Collingwood Street, Nelson.

Shallcrass, A. W., Expressman, Hardy Street, Nelson.

Scott, J., Builder and Contractor, Bridge Street, Nelson

Taylor, William, Carter and Contractor, Washington Valley, Nelson.

Woodward, Edward, Carting Contractor, Grove Street, Nelson.

Webley and Johnston, Contractors, Vanguard Street, Nelson.

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, and having from time to time until the date hereof duly extended the time for making this award, 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 in respect thereof. And the Court doth further order that this award shall take effect

from the 1st day of January, 1905, and shall continue in force until the 1st day of January, 1907.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 17th day of December, 1904.

FREDK. R. CHAPMAN, J., President.

THE SCHEDULE.

CONDITIONS APPLICABLE TO LABOURERS.

Hours.

1. The actual working-time per week shall not exceed forty-seven hours.

2. The actual working-time per day shall not exceed eight hours and a half for the first five working-days of the week, and four hours and a half on Saturdays.

3. Work shall commence not earlier than 7.30 o'clock a.m. and cease at 5 o'clock p.m., and one hour shall be allowed for dinner, except on Saturday, when work shall cease at 12 noon.

Minimum Rates of Wages.

4. The following shall be the minimum rates of wages for men employed as bricklayers, masons, or plasterers' labourers, or on concrete work, or taking out foundations, or making drains, whether private or public, or trenches for water-mains or gas-mains, or in quarrying—namely, 1s. per hour.

When labourers are engaged in the erection of scaffolds they are to be paid in respect of the time during which they are so engaged not less than 1s. 1d. per hour.

Unskilled labourers not coming under the foregoing provisions shall be paid not less than 10½d. per hour.

Overtime.

5. Overtime shall be paid for at the rate of time and a quarter for the first two hours, and time and a half for all further time worked in excess of the hours prescribed by clause 2 hereof.

Suburban Work.

6. Work performed elsewhere than at the shop of the employer and over two miles from Symonds's Memorial, in the City of Nelson, shall be considered suburban work, and workmen employed thereon shall be allowed and paid for the time reasonably occupied by them in walking to and from such work, or they shall be conveyed to and from such work at the cost of their employers; but no workman residing less than two miles by the nearest convenient mode of access for foot-passengers from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause.

Exemption of Contracts.

7. The provisions of this award shall not apply to work done in connection with contracts entered into before the hearing of this dispute and uncompleted; but any employer desiring to take advantage of this provision shall, within fourteen days from the time from which this award shall take effect, give to the Inspector of Factories or Awards in Nelson notice in writing of the contracts in respect of which he claims exemption, stating the date of each contract, the name of the person or body with whom the same has been entered into, and the nature of the work, and where the same is to be performed, and no employer shall be entitled to the benefit of this provision in respect of any contract of which he has not so given notice.

CONDITIONS APPLICABLE TO DRIVERS.

Hours.

8. A week's work shall be $47\frac{1}{2}$ hours, exclusive of the time required for the necessary attendance to horses. The working-hours shall be regulated according to the special requirements and circumstances of each trade or business. In case of any dispute the matter shall be considered to be a matter to be settled under the provisions of clause 16 hereof.

Rate of Wages.

9. That, except where otherwise provided in these conditions, competent carters in constant employment shall be paid the following minimum weekly wages: For those driving and attending a single horse, the weekly minimum wage of £2 2s.; for those driving and attending two horses, the weekly minimum wage of £2 6s.

“Constant employment” means employment by the week, and in which no time is deducted from the men for wet or bad weather or holidays, or for any cause other than their own default.

10. Where drivers are employed on the terms that the time lost by them in consequence of their not working by reason of wet or bad weather or holidays is deducted from their wages, then the minimum rate of wages to be paid to such drivers shall be: For those driving and attending a single horse, the minimum weekly wage of £2 3s. 6d.; for those driving and attending two horses, the minimum weekly wage of £2 8s.

11. The minimum weekly wage* prescribed by paragraphs 1 and 2 shall be deemed to extend to and include attendance to horses on Sundays, weekdays, and holidays.

Casual Labour.

12. Casual labour shall be paid for at the rate of 1s. per hour. Overtime shall be paid for at the rate of 1s. 3d. per hour, and shall commence after $10\frac{1}{2}$ hours' work for any one day. A man

* (?) hours.

shall be deemed to be a casual driver who is not employed continuously for more than one week, and he shall be paid at the said rate of 1s. per hour for the time necessarily occupied in his attendance on his horse or horses. Such time for attendance is included in the said 10½ hours' work.

Overtime.

13. Overtime for permanent hands shall be paid for at the rate of 1s. per hour for the first two hours, and 1s. 6d. per hour afterwards.

Holiday work shall be paid for at time and a half, and Sunday work at double rates.

14. Drivers (other than casual drivers) not in "constant employment" shall receive 1s. per hour for the first two hours after 47½ hours, and for all time beyond the first two hours 1s. 6d. per hour. But nothing herein contained shall restrict the right of such driver to receive time and a half for work done on holidays, and double rates for work done on Sundays.

In respect of drivers in "constant employment" overtime shall be paid at the rates prescribed in rule 13 for any work done in any one day after the expiration of the hours arranged under clause 8 for each day's work: Provided always that any time in any one week lost by a driver in "constant employment" by reason of his own default shall be deducted from any overtime worked during such week.

Youths.

15. Employers are at liberty to employ youths above the age of eighteen at light work according to the following scale: From eighteen to nineteen years, £1 1s. per week; from nineteen to twenty years, £1 4s. per week; from twenty to twenty-one years, £1 7s. per week; from twenty-one to twenty-two years, £1 10s. per week. Over twenty-two at full rates, unless held to come under clause 23.

The definition of "light work" shall be in each case a matter to be settled under the provisions of clause 16.

The number of youths so employed shall not exceed one to each employer, firm, or company employing one driver, and one for each complete four additional drivers.

Light Work: Hours.

16. Any dispute which may arise as to what is light work or as to hours of work shall be referred to a conference between the secretary or president of the union and the employer or his agent, and in case of difference shall be settled by the Chairman of the Conciliation Board, or, if he finds himself unable to act, by some other person to be appointed generally, or for a particular case by the Court.

Special Arrangements.

17. Employers shall be at liberty to make special arrangements as to the hours of labour, wages, and other conditions, not otherwise inconsistent with the terms of this award, with drivers attending early and late trains and steamers.

CONDITIONS APPLICABLE GENERALLY.

Holidays.

18. The following rates shall be paid for holidays, namely: for Christmas, Good Friday, and all Sundays, double-time rates; for New Year's Day, Anniversary Day, Easter Monday, Labour Day, and the King's Birthday, time-and-a-half rates.

Provided that when Christmas Day, New Year's Day, Anniversary Day, or the King's Birthday falls on a Sunday, the holiday shall be kept on the following Monday, and the foregoing conditions shall apply thereto.

In the case of carters who are paid for all holidays, "double time" shall mean two days' pay or a proportion thereof in addition to their ordinary pay, and "time and a half" shall mean a day and a half's pay or a proportion thereof in addition to their ordinary pay.

Preference.

19. Subject to the proviso to this clause, if and so long as the rules of the union permit any person now employed as a journeyman in this industrial district, and any person who may hereafter reside in this industrial district, and who is of good character to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or otherwise, not exceeding 6d. per week, upon a written application of such person stating his desire to join the union, without ballot or election, then and in such case the employer shall employ members of the union equally qualified with non-members to perform the particular work, and ready and willing to undertake it, in preference to non-members.

Provided that the foregoing clause shall not apply to employers residing beyond a radius of ten miles from Symonds's Memorial at Nelson, save when they are executing work within that radius, nor shall it apply where, beyond the aforesaid radius, men are *bonâ fide* engaged for work to be executed at or near the spot at which they are so engaged.

20. When the rules of the union are such as to entitle members of the union to preference under the foregoing clause, and at all times thereafter, the union shall keep in the office of the Inspector of Factories or Awards at Nelson a book to be called the "employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment, with a description of the branch of the work in which each such member claims to be proficient, and the names and occupations

of every employer by whom such member shall have been employed during the preceding twelve months. Immediately upon such member obtaining employment a note thereof shall be inserted in such book. The executive of the union shall use its best endeavours to verify all entries in such book, and the union shall be answerable as for a breach of award in case any entry therein shall be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer or his agent, without fee or charge, during all working-hours, as here defined. If the union fail to keep such employment-book in the manner provided by this clause, then, so long as such failure shall continue, any employer shall be free from the restriction imposed by the last-preceding clause hereof.

21. No employer shall in the engagement or dismissal of his men discriminate against members of the union, nor shall he in the conduct of his business do anything directly or indirectly for the purpose of injuring the union, nor shall he be compelled to dismiss any man now in his employment for the reason that any such man is not a member of the union.

22. Where members of the union and non-members are employed together they shall work together in harmony, and shall receive equal pay for equal work.

Under-rate Workmen

23. Any worker who considers himself incompetent to earn the minimum wages hereby prescribed may be paid such less wage as may from time to time be agreed upon in writing between the worker, his employer or proposed employer, and the secretary or president of the union; or, in default of such agreement, as may from time to time be fixed in writing by the Chairman of the Conciliation Board, or such other person as the Court may from time to time appoint, upon twenty-four hours' notice in writing being first given by such worker to the secretary of the union, and such secretary, as well as the employer or proposed employer, if he shall so desire, shall be entitled to be heard by such Chairman or other person upon such application.

General.

24. This award shall apply to and bind the parties hereto, and all persons hereafter entering into business in the same or like occupations with the said parties in reference to the branches of their several businesses hereby affected, in the City of Nelson, or within such distance of Nelson as to bring such parties into competition with the parties hereto, and the Court reserves to itself the power, upon the application of any party hereto, upon such terms and conditions as it shall find to be just, to add to this award and bind by the provisions hereof such parties as it shall think fit.

25. This award shall come into operation on the 1st day of January, 1905, and shall remain in operation until the 1st day of January, 1907, and thereafter shall continue in force until superseded by another award or an industrial agreement.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the President of the Court hath hereunto set his hand, this 17th day of December, 1904.

FREDK. R. CHAPMAN, J., President.