

(4456.) SOUTH CANTERBURY GENERAL LABOURERS.—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 Canterbury General Labourers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Timaru—

Anderson, C., builder.
Andrews, W., builder.
Arras, B., contractor.
Baird and Son, builders.
Baird, W., builder.
Berry, Albert, plasterer.
Berry, H., builder.
Black and Son, contractors.
Boulden, J., builder.
Bradley, P., and Son, builders.
Brehaut and Sons, builders.

Timaru—*continued*.

Broadhead Bros., builders.
Broadhead, J., builder.
Broadhead, J. G., builder.
Broadhead, John, builder.
Brosnan, J. H., contractor,
Levels.
Bruce, E., plasterer.
Burt, A. and T., plumbers.
Butler, J., contractor, Glen-iti.
Calvert, C., builder.
Carlton, H. and P., builders.

Timaru—*continued.*

Carrington, H., builder.
 Cartwright, E., contractor,
 Levels.
 Cassidy, J., stonemason, Levels.
 Clark, W., contractor, Levels.
 Clayton, B., builder.
 Clinch and Lloyd, builders.
 Collins and Pearson, builders.
 Collins, J., builder.
 Corlett, T., builder.
 Craigie, J., plumber.
 Cranston and Glue, builders.
 Cunningham, David, builder.
 Currie, J., plumber.
 Dale and Kohn, builders.
 Dale, R., builder, Aynsley
 Street.
 Depree, A., builder.
 Donald, J., builder.
 Donaldson Bros., builders.
 Elham, T., builder.
 Fibbe, A., contractor.
 Foden, E., builder.
 Fonesca, Reuben, builder.
 Ford and Jolly, builders.
 Gibb, J., builder.
 Glue Bros., builders.
 Graham, T., drainlayer, Le
 Cren Street.
 Hadles and Clough, plumbers.
 Hall Bros., builders.
 Hall, H. B., monumental
 mason.
 Harding, W., builder, Otihua
 Road.
 Harrison, Hector, builder.
 Hay Bros., contractors.
 Hay, W., builder, Browne
 Street.
 Hayes, R., builder.
 Hayes, W., builder.
 Head, S., builder.
 Healey, W., plumber.
 Hertnon and Flanigan, builders.
 Hunt, J., builder.
 Husband, E. R., contractor.
 Husband, W., builder.
 Jackson, A., builder.

Timaru—*continued.*

Jackson, J. W., contractor,
 Hunter.
 Kinross, A., contractor, South-
 burn.
 Knowles, W. S., builder.
 Koller, G., builder.
 Lack and Hutton, builders.
 Langrish, G., contractor.
 Leeming, A., contractor.
 Leithwick, W. H., builder.
 Lewis and Carlton, builders.
 McGride, S., monumental
 mason.
 McKay, Daniel, builder.
 McLeod and Taylor, builders.
 Malcolm, A., builder.
 Malcolm, C., builder, Waima-
 taititi.
 Martin Bros., builders.
 Mason, C. H., builder.
 Menzies, John, builder.
 Miles, H., builder.
 Moore, John, builder.
 Munday, H., contractor.
 Nesbit Limited, plumbers.
 Nicoll, J., builder.
 O'Connor, J., builder.
 O'Hagan, J., contractor.
 O'Hagan, P., builder.
 Palliser, J., and Sons, builders.
 Palliser, James, builder, North
 Street.
 Parks, John H., builder.
 Pearson, John, contractor.
 Petrie and McDougall, builders.
 Phillips, A., contractor.
 Phillips, A. W., contractor.
 Phillips, John William, builder.
 Potter, John W., builder.
 Preen and Battersby, builders.
 Pring, H., builder.
 Probyss, C., contractor, Glen-
 iti.
 Robinson, Joseph, contractor,
 Glen-iti.
 Rooney, P., contractor, Glen-
 iti.
 Sapwell, T. E., builder.

Timaru—continued.

Scannell, J., contractor, Kerry Town.
 Shields, W. M., builder.
 Shillito Bros., builders.
 Somerville, T., builder.
 South Canterbury Building Association.
 Southgate Bros., plumbers.
 Spavin and Thyne, builders.
 Sutherland, C., builder.
 Taylor and McLeod, builders, Rolleston Street.
 Taylor, G., builder.
 Thornton, W. McK., builder.
 Timaru Borough Council.
 Timaru Gas Company.
 Timaru Harbour Board.
 Tooth, B., and Sons, builders.
 Townley Bros., builders.
 Tubb, W., builder.
 Vincent, A., contractor.
 Wake, A. E., builder.
 Wallace, F. L., builder.
 Wiggs, A., builder.
 Williams, E., contractor, Waimataititi.
 Wright, G., builder.

Temuka—

Ardell, John, plasterer.
 Bates, James, plumber.
 Berry, A., builder.
 Blyth, James, builder.
 Chapman, C., builder.
 Clyness and Lloyd, builders.
 Cooper, J., plumber.
 Cross, T., builder.
 Frew, A., builder.
 Hopkinson and Sons, builders.
 Iverach, James, builder.
 Langridge, F., builder.
 Larcombe, Thomas, builder.
 McInnes, Daniel, builder.
 McKinnon, T., builder.
 O'Mara, P., contractor.
 Reddick, Joe, builder.
 Richardson, G., builder.
 Shields, W., builder.
 Smith, H., builder.

Temuka—continued.

Temuka Borough Council.
 Temuka Gas Company.
 Thompson and Larcombe, builders.
 Thompson, George, builder.
 Trurack, J., builder.

Geraldine—

Bargie and Rock, builders.
 Brown, J., builder.
 Field, Jonas, contractor.
 Fleming, W., plumber.
 Fuly, J., plumber.
 Fyfe, Angus, contractor.
 Geraldine Borough Council.
 Huffey, John, builder.
 Priddle, James A., contractor, Bellfield.
 Prouting, Edward, builder.
 Ross, W., contractor.
 Sherratt, W., and Co., builders.
 Sugrue, T., contractor, Bellfield.
 Waters, William, builder.

Orari—

Blissett, J., builder.
 Richardson, B., builder.
 Weavers, C., builder.

Fairlie—

Beaton, Peter, builder.
 Cameron, D., builder, Cave.
 Fairlie Borough Council.
 Foden, Thomas, builder.
 Foster, P. G., builder.
 Jones, Charles, Ashwik Flat, Mackenzie Country.
 Loames, J., builder.
 McLeod and Ogilvie, builders.
 O'Brien, Richard, builder.
 Riddle, John, contractor.
 Staple, J., builder.
 West, C., builder.

Pleasant Point—

Coulter, R., builder.
 Dossett, F., builder.
 Dossett, Henry C., builder.
 Gascoyne, Arthur, builder.
 Lund, Walter, builder.
 Walker and Bell, builders.

St. Andrew's—

Black, John, builder, Beaconsfield.
 Cooling and Pearce, builders, Woodbury.
 Cross, J., builder.
 Dean, Joseph, builder, Woodbury.
 Groundwater, G., contractor, Woodbury.
 Sangster and Campbell, builders, Albury.
 Watt, Donald G., builder.

Waimate—

Adams, Isaac, builder.
 Adams, J., builder.
 Ansell, J., bricklayer.
 Bateman, C., builder.
 Bateman, S., builder.
 Berry, George, builder.
 Best, A., builder.
 Bitchner, J., contractor.
 Bitchoner, A., contractor.
 Bryson, S. R., contractor.

Waimate—*continued*.

Campbell, G., builder.
 Collet, George H., builder.
 Collet, S., and Sons, builders.
 Foley, John, contractor.
 Foley, M., contractor.
 Gartt, Fred, builder.
 Jackson, H., plasterer.
 Jameson Bros., builders.
 Melton, W., contractor.
 Menzies, John, builder.
 Moore, John, builder.
 Parkinson, W. H., builder.
 Philip, Arthur, builder.
 Rive and Betten, builders.
 Saunders, E., builder.
 Sullivan, G., contractor.
 Tooper, M., contractor.
 Urquhart, R., builder.
 Waimate Borough Council.
 Walker, A., builder.
 White, R. H., contractor.
 Williams, B., contractor.
 Wilson, C., contractor.
 Wilson, R. L., builder.

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, 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 or person in respect thereof. And the Court doth further order that this award shall take effect as from the 1st day of August, 1916, and shall continue in force until the 1st day of August, 1918, or until three months after the cessation of the present European war, whichever shall first happen.

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 2nd day of October, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) The hours of work shall be as follows: From the 1st day of August to the 30th day of April the hours shall be from 8 a.m. to 5 p.m. on the first five days of the week, with one hour for dinner, and from 8 a.m. to 12 noon on Saturdays; from the 1st day of May to the 31st day of July the hours shall be from 8 a.m. to 4.30 p.m. on the first five days of the week, with half an hour for dinner, and on Saturdays from 8 a.m. to noon.

(b.) Borough Councils may work forty-four hours per week at the minimum wages herein specified, and may fix the daily hours of work without regard to the provisions hereinbefore contained.

(c.) When it is necessary to prepare material or work before the ordinary hours of commencing work the employer may employ workers at the ordinary rates of pay to do such necessary work for not more than half an hour before the ordinary time for commencing work.

Rates of Wages.

2. (a.) The following shall be the minimum rates of wages to be paid to the several classes of workers specified, that is to say: Tunnelmen at rock-tunnelling work, timber work, or sinking shafts over 10 ft., 1s. 6d. per hour.

(b.) All other classes of labour, 1s. 4½d. per hour.

Payment of Wages.

3. Wages shall be paid in money weekly or fortnightly as may be agreed, and when not paid in the employer's time all time exceeding fifteen minutes shall be paid for at overtime rates.

Overtime.

4. (a.) Except where otherwise specified all time worked beyond the time mentioned in clause 1 hereof shall be considered overtime, and shall be paid for as follows: For the first two hours, time and a quarter; after the first two hours and until 10 p.m., time and a half; between 10 p.m. and the recognized time of starting work next morning, if worked continuously, double time shall be paid.

If the worker shall be required to commence work after 6 a.m. and before the recognized time of starting the ordinary day's work, then rate and a quarter shall be paid for the time so employed.

(b.) All time worked on Saturday afternoon shall be paid for at the rate of time and a half, except in the case of time being lost in the same week through bad weather, when, if mutually agreed upon, ordinary rate shall be paid for the first three hours and time and a half afterwards.

Holidays.

5. The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Show Day, Christmas Day, Boxing Day. Work done on Sundays or any of the above-mentioned holidays shall be paid for at the rate of double time.

Wet Places.

6. (a.) When workers are working in foul air six hours shall constitute a day's work, eight hours to be paid for; half an hour to be allowed for crib.

(b.) Where the workers have to stand in not less than 2 in. of water, or where water other than rain is dripping on them, gum boots shall be provided by the employers.

Suburban Work.

7. (a.) "Suburban work" means work, not coming within the definition of "country work," which has to be done at any place more than two miles by the nearest road used by foot-passengers from the chief post-office of the city or town in which the employer's place of business is situated.

(b.) Each worker shall be at the place where his work is to be done at the time appointed for the commencement of work, but if such work is suburban work the employer shall pay his workers at the rate of three miles an hour for the time occupied by them in travelling by the nearest road used by foot-passengers to and from such work in excess of two miles, or shall pay their tramway or other fares going to and returning from such work once each day.

(c.) Any worker who resides within two miles by a road used by foot-passengers of the place where the work is to be done shall not be entitled to any allowance under clause (b) hereof.

Country Work.

8. "Country work" means work done by a labourer which makes it necessary for him to sleep away from home. Any labourer employed upon country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by the employer,

but once only during the continuance of the work if the work is continuous and the worker is not in the meantime recalled by his employer. Time occupied in travelling shall be paid for at ordinary rates, but no labourer shall be paid more than an ordinary day's wage for any day occupied by him in travelling, although the hours so occupied may exceed eight, unless he is on the same day occupied in working for his employer: Provided that any labourer who is called upon to travel more than four hours on a Saturday shall be paid for eight hours. On all country work an addition of 2s. per day for six days of the week shall be added to all labourers' wages earned whilst so occupied, and the employer shall also provide tents or other suitable sleeping-accommodation and the necessary cooking-utensils. Notwithstanding anything herein contained any employer may agree with any worker that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed without payment of overtime, but so that not less than the minimum rate of wages herein prescribed for country work be paid.

Accommodation and Sanitation.

9. Each employer of labour shall provide accommodation to enable workers to change their clothes, and he shall also provide sanitary accommodation for the workers on the works.

Tools.

10. All tools shall be supplied by the employer.

Termination of Engagement.

11. The employer shall give a worker one hour's notice or one hour's pay in lieu of notice prior to his dismissal. Each worker shall give his employer one hour's notice that he is about to leave his employment, or shall forfeit in lieu thereof one hour's pay, to be deducted from the wages due to him. In the event of any worker being dismissed or leaving his employment all wages due to him shall immediately be paid to him by his employer; if not so paid all waiting-time shall be paid for at the overtime rates.

Under-rate Workers.

12. (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.

Preference.

13. (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 four hours 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 6d. per week.

Dirty Places.

14. Workers employed in repairing or altering old sewers or drains shall be paid 1s. per day extra.

Scope of Award.

15. The operation of this award is limited to that part of the industrial district lying south of the Rangitata River.

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Term of Award.

16. This award shall come into force as from the 1st day of August, 1916, and shall continue in force until the 1st day of August, 1918, or until three months after the cessation of the present European war, whichever shall first happen.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 2nd day of October, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept. At the hearing the Court, with the consent of the representatives of the parties, fixed the term of the award for a definite period in order to comply with the provisions of the Act. The indefinite term agreed on by the parties has been left as an alternative term.

T. W. STRINGER, Judge.
