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**(4244.) NORTHERN INDUSTRIAL DISTRICT (EXCEPT POVERTY BAY DISTRICT) BUILDERS' LABOURERS.—AWARD.**

In the Court of Arbitration of New Zealand, Northern 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 Auckland General Labourers' (Builders' Labourers' Section) Industrial Union of Workers (hereinafter called "the union") and the under-

mentioned persons, firms, and companies (hereinafter called "the employers") :—

The Auckland Builders and Contractors' Industrial Union of Employers.

Alderton, J. A., builder, Brighton Road, Parnell.

Alison, T., builder, Devonport.

Auckland Fibrous Plaster Company, plasterers, Wakefield Street.

Auckland Gas Company.

Bambury, J. W., builder, Ramarama Road, Epsom.

Barr, R., builder, Onehunga.

Bartley, C., builder, Richmond Road.

Bater, L., plasterer, Pine Lodge, Great North Road.

Battersby, T., builder, Kingsland.

Batts, W., builder, Vincent Street.

Beatty, J., builder, Gladstone Road.

Beecroft, J., builder, Jervois Road, Ponsonby.

Blakey, W., builder, Shortland Street.

Bland, C., builder, Richmond Street, Glenmore.

Bradley, S., builder, Princes Street, Onehunga.

Briscoe and Co., builders, Customs Street.

Brooks Bros., builders, Cornwall Park Avenue.

Buckley, E., builder, Brown Street, Ponsonby.

Burt, A. and T., builders, Customs Street.

Carrara Ceiling Company, builders, Mechanics Bay.

Casey, V., builder, Williamson Avenue, Grey Lynn.

Casey, W., builder, Armadale Road, Remuera.

Challis, —, builder, Mennies Reserve, Arch Hill.

Chambers, John, and Son (Limited), builders, Fort Street.

Cheeseman, W., builder, Rocky Nock.

Clark, J. S., builder, Stewart Street, Mount Eden.

Clark's Patent Block Company, builders, Phoenix Chambers.

Coldham, C. W., builder, Church Street, Onehunga.

Collins and Allen, builders, Point Chevalier.

Colonial Sugar Refining Company, Quay Street.

Copsey and Villiers, builders, Avondale.

Craig, J. J. (Limited), builders, Queen Street.

Dempsey, J., builder, Newmarket.

Devonport Gas Company, Devonport.

Ellis, W., builder, 222 Ponsonby Road.

Epsom Road Board.

Facer, A., builder, 48 Brunswick Chambers, City.

Farrell, J., and Son, builders, Anglesea Street, Ponsonby.

Gillman, T. R., builder, Onehunga.

Gleeson, P., builder, Selwyn Terrace, Parnell.

Great Northern Brewery, Khyber Pass.

Haight, O., builder, Remuera.

Hannan, J. H., builder, Victoria Street.

- Hanson, A., builder, Brixton Road, Mount Roskill.  
 Harbour Board, Auckland.  
 Hatcher, G., builder, Mount Roskill.  
 Holland and Son, builders.  
 Holmes, A. J., builder, Wynyard Road, Mount Eden.  
 Hulbert, J. W., builder, Lake Road, Northcote.  
 Kay, R., builder, Parliament Street.  
 Lorrigan, A., builder, Esplanade Road, Mount Eden.  
 Lovering, H., builder, Devonport.  
 McBeath and Co., builders, Hill Street, Newmarket.  
 McCullum, R. H., builder, Devonport.  
 McCullum, W., builder, Middleton Road, Remuera.  
 McKewon and Newson, builders, 6 Douglas Street, Ponsonby.  
 McLeod, F., builder, Richmond Road.  
 McLean, Murdoch, builder, Mount Albert.  
 Moody, J., builder, Marine Parade, Ponsonby.  
 Morris, H., builder, O'Neil Street, Ponsonby.  
 Nerheny, P. J., builder, Grey Street.  
 Nicol, G., builder, Customs Street.  
 Page, W., builder, New North Road, Kingsland.  
 Pardington, W., builder, Lincoln Street, Ponsonby.  
 Paterson and Son, builders, Park Avenue.  
 Pollard, E. V., builder, Clonburn Road, Remuera.  
 Rule, J., builder, Russell Street, Ponsonby.  
 Sands, W., builder, Empire Road, Epsom.  
 Sayers, W., builder, Onehunga.
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| <p>           Hamilton—<br/>           Bourne, W., builder.<br/>           Clark and Moor, builders.<br/>           Cooper, C., builder.<br/>           Dobbs, W., builder.<br/>           Hayter, G., builder.<br/>           Hollow, H. M., builder.<br/>           Joll Bros., builders.<br/>           Murtagh, Peter, builder.<br/>           Patterson and Brooks,<br/>               builders.<br/>           Paterson and McKinnon,<br/>               builders.<br/>           Porter, J., builder.<br/>           Snell Bros., builders.<br/>           Tomkins, C., builder.         </p> | <p>           Frankton—<br/>           Aicken, J., builder.<br/>           Henderson, W., builder.<br/>           Morrinsville—<br/>           Watts, J. C. R., builder.<br/>           Cambridge—<br/>           Care, C., builder.<br/>           Potts, F., builder.<br/>           Matangi—<br/>           Windsor, J., builder.<br/>           Whangarei—<br/>           Alderton, F., builder.<br/>           Cutford, F., builder.<br/>           Draper, J., builder.<br/>           Kyte, C., builder.<br/>           Lovett, C., builder.         </p> |
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**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, 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 from the 17th day of April, 1916, and shall continue in force until the 17th day of April, 1918, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 3rd day of April, 1916.

T. W. STRINGER, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. (a.) The actual working-time per week shall not exceed forty-four hours.

(b.) The actual working-time per day shall not exceed eight hours for the first five working-days of the week, and four hours on Saturday.

(c.) The work shall commence not earlier than 8 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 noon.

(d.) Six hours shall constitute a day's work where workers are working in wet places or foul air, and shall be paid for as if the workers had worked eight hours. A "wet place" shall mean a place where workers are standing in water 3 in. or more in depth, or where water other than rain-water is dripping on them.

(e.) Where it is necessary to prepare materials for work before the ordinary hours of commencing work the employer may employ

not more than two men to do such necessary work for not more than half an hour before the ordinary time for commencing work, and in such case only the ordinary rate of pay shall be paid for the time so worked.

*Overtime.*

2. All time worked beyond the hours hereinbefore mentioned shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first two hours, time and a half for the next two hours, thereafter double time; each day to stand by itself and payment made accordingly. All hot and dirty work done inside bakers' ovens, retorts, and furnaces during working-hours shall be paid for at the rate of time and a half, and if done on Sundays or holidays at the rate of double time.

*Holidays.*

3. Double time shall be paid for work done on Sunday, Christmas Day, Good Friday, Labour Day, and New Year's Day; and time and a half for work done on Easter Monday, the Sovereign's Birthday, and Boxing Day.

*Wages.*

4. (a.) All labourers employed in connection with the erection, alteration, or demolition of any building, whether of brick, concrete, stone, wood, or iron, or in preparing or excavating any ground for the same, shall be paid not less than 1s. 2d. per hour.

(b.) So long as the British Empire remains in a state of war with Germany and Austria, or either of them, and for three months after the cessation of such war, there shall be paid to all workers coming within the scope of this award, in addition to the rate above mentioned, a war bonus of 10 per cent. upon the said rate.

(c.) Notwithstanding the foregoing clause the said war bonus may at any time during the currency of the award be continued, either wholly or partially, or may be increased or terminated, as the Court, on the application of any party to the award or of its own motion, may determine.

*Lighting Lamps.*

5. Where any worker is required to light or extinguish lamps on any job on Saturdays or Sundays, or on any day other than working-days, he shall be paid 2s. 9d. for such work, and 1s. 3d. additional on any additional job on the same day.

*Payment of Wages.*

6. Wages shall be paid not later than Friday of each week during working-hours within a radius of ten miles from the Grafton Bridge in the City of Auckland, and outside this radius wages shall be paid weekly during working-hours

*Piecework.*

7. Piecework by labourers is prohibited.

*Tools.*

8. All tools shall be supplied by the employers.

*Suburban Work.*

9. (a.) Work done elsewhere than at the shop of the employer, and over two miles from the corner of Symonds Street and Karangahape Road in the case of Auckland, or from the Chief Post-office in any other town, shall be considered suburban work, and workers employed thereon shall either proceed to and from such work, or they shall be conveyed to and from such work, at the expense of the employer, as the employer shall determine. Time reasonably occupied by the workers in travelling, or time occupied in conveying the workers to and from such work beyond the two-mile radius before mentioned, shall be allowed and paid for by the employer. No worker residing less than two miles from the place where the work is to be performed, by the nearest convenient mode of access for foot-passengers, shall be entitled to the allowance mentioned in this clause.

(b.) If any worker is required to use the ferry for the purpose of going to or returning from any place outside his employer's shop where the work is to be done his fare shall be paid by the employer.

*Country Work.*

10. (a.) "Country work" means work performed by a labourer which necessitates his sleeping away from his home.

(b.) Any labourer employed on 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 labourer is not in the meantime recalled by the employer.

(c.) Time occupied in travelling shall be paid for at ordinary rates, but no journeyman shall be paid more than an ordinary day's wage for any day occupied by him in travelling, although the hours 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 Saturday shall be paid for eight hours.

(d.) Labourers employed on country work shall be paid an additional sum of 2s. per day for six days in the week, but the employer may in lieu thereof provide them at his own expense with suitable board and lodging.

(e.) 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 pre-

scribed without payment of overtime, but so that not less than the rate of wages herein prescribed for country work be paid.

*Termination of Engagement.*

11. All wages shall be paid on the dismissal of the labourer. When a worker leaves his employer of his own accord all wages due to him shall be paid by the employer within twenty-four hours.

*Accidents*

12. A modern first-aid emergency case, fully equipped, shall be kept by the employer in a convenient and accessible place in every shop where the Inspector of Factories shall deem it necessary.

*Employment of Youths.*

13. (a.) Youths may be employed at such lower wage than that herein prescribed as shall be agreed on in writing by the employer concerned and the president or secretary of the union.

(b.) The proportion of youths shall be not more than one to every six or fraction of six men fully employed.

*Accommodation.*

14. Each employer shall provide accommodation to the satisfaction of the Inspector of Factories to enable labourers to change and dry their clothes and have their meals, and facilities shall be afforded for boiling water at meal-times. The employer shall also provide proper sanitary accommodation for labourers.

*Preference.*

15. (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 fourteen 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 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.

*Under-rate Workers.*

16. (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.

#### *Scope of Award.*

17. This award shall apply to employers carrying on business in the Northern Industrial District, but shall not extend to the Poverty Bay District, which lies outside a line drawn from the East Cape along the main range to the boundary of the Wellington Industrial District.

#### *Term of Award.*

18. This award shall come into force on the 17th day of April, 1916, and shall continue in force until the 17th day of April, 1918.

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 3rd day of April, 1916.

T. W. STRINGER, Judge.

#### MEMORANDUM.

The labourers working in connection with the various industries are usually the lowest-paid class of workers, and the fixing of the minimum wages to be paid to such workers must to some extent govern the wages of the higher classes of workers. The Court therefore did not see its way clear, at a time when the industrial



conditions are still in an unsettled state owing to the continuance of the war, to grant any permanent increase in the wages of the workers affected by this and the other awards dealing with labourers, the effect of which upon industries generally it was, under the present abnormal conditions, impossible to foresee. At the same time the Court feels that, having regard to the present high cost of living, which is chiefly attributable to the war, the present minimum rate of wages for labourers is insufficient to provide them with a reasonable living-wage, and therefore that at least some temporary assistance should be afforded them. The Court therefore has awarded them an addition to the present minimum rate in the shape of a war bonus equal to 10 per cent. upon such rate, which is to continue until after the expiration of three months from the termination of the war, the Court reserving power to review the position in case the industrial conditions should in the meantime become better or worse. Without committing itself to any definite opinion on the subject, as the circumstances of each particular industry and the effects of the war upon it, prejudicial or beneficial, as the case may be, must necessarily be a determining factor in the matter, the Court suggests that employers generally might well consider whether workers in their employ should not be granted a war bonus on the same lines as that contained in this award.

It is not, in the opinion of the Court, desirable that well-settled conditions should, in the present abnormal circumstances, be disturbed unless in special cases, but if concessions as above indicated were made by employers, the Court thinks that this would go far to preserve industrial peace. It appears to the Court that in order to provide workers under present conditions with a reasonable living-wage they should be paid at least 1s. 3d. per hour in the case of hourly wages, and at least £2 12s. per week in the case of weekly servants.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (*d*), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.