

**(4472.) DUNEDIN BUILDERS AND CONTRACTORS' LABOURERS.—
AWARD.**

In the Court of Arbitration of New Zealand, Otago and Southland 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 Otago General Labourers, Builders' Labourers, Quarrymen, and Coal-yard Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Builders.

Dunedin Builders and Contractors' Industrial Union of Employers, Empire Buildings, Dunedin.

Abbott, A. H., 79 District Road, Mornington.

Abbott, H. E., 124 Eglinton Road, Mornington.

Aburn, S., and Sons, 419 Cumberland Street, Dunedin.

Anderson, Andrew T., Queen's Drive, St. Kilda.

Anderson, H. C., Queen's Drive, St. Kilda.

Angell, W. G., 265A George Street, Dunedin.

Anscombe, H., 5 Stafford Street, Dunedin.

Armour, J. M., 51 Broughton Street, Roslyn.

Armour, William M., Anderston Road, Roslyn.

Armstrong and Moore, Dunblane Street, Roslyn.

Ashton, William, 16 Oxford Street, South Dunedin.

Bain, Alexander, 37 Russell Street, Dunedin.

Beck, Henry T., 518 Castle Street, Dunedin.

Beck, W., 11 Young Street, St. Kilda.

Bennet, T., and Son, 242 Anderson's Bay Road, Dunedin.

Berry, Fred, Ravenswood Road, St. Clair, Dunedin.

Bingham, H. S., and Co. (Limited), 283 Moray Place, Dunedin.

Blackmore, C. P., 7 Stafford Street, Dunedin.

Boyd, Daniel T., 359 Leith Street, Dunedin.

Brown and Mitchell, Oxford Street, South Dunedin.

Brown and Walmsley, 3 Filleul Street, Dunedin.

Brown, James A., Birchfield Avenue, North-east Valley.

Brundell, C. E., 316 Castle Street, Dunedin.

Burt, A. and T. (Limited), Stuart Street, Dunedin.

Callander and McLeod, 19 Clarendon Street, Dunedin.

Campbell, Orr, 58 Gladstone Road, North-east Valley.

Campbell, Peter, 671A George Street, Dunedin.

Carline, D., 78 Princes Street, St. Kilda.

Clark, Charles, 60 Forbury Road, South Dunedin.

Clark, George, 347 Princes Street, Dunedin.

Clark, William M., 9 Council Street, St. Kilda.

Coopers Limited, 214 Princes Street, Dunedin.

Crawford, Robert, and Co., 341 Great King Street, Dunedin.

Crosland, Shaw, 130 Albany Street, Dunedin.

Currie, R., 54 Douglas Street, St. Kilda.

Builders—continued.

- Davidson, William, 28 Jackson Street, St. Kilda.
 Dempster, A., Station Street, Dunedin.
 Donaghy, M., and Co., Bradshaw Street, South Dunedin.
 Dow, Robert, 189 Cargill Street, Dunedin.
 Drake, Elias, 261 Main Road, North-east Valley.
 Duncan, William, and Son, Harbour Terrace, Dunedin.
 Dunn, George, jun., Gladstone Road, North-east Valley.
 Ellis, J. H., and Co., City Road, Roslyn.
 Ellis, Walter, 5 Melville Street, Dunedin.
 Evans, Isaac J., 123 Main Road, North-east Valley.
 Fleming, Robert, Forth Street, Dunedin.
 Fletcher Bros. (Limited), Cameron Street, Dunedin.
 George, Christopher W., 49 St. Andrew Street, Dunedin.
 George, Henry A., 19A Filleul Street, Dunedin.
 Gibbs, George D., 12 Wells Street, Maori Hill.
 Gourlay, Hugh, Crosby Street, Mornington.
 Hamilton and Co., Gladstone Road, North-east Valley.
 Hurd, Thomas, 39 Law Street, Caversham, Dunedin.
 Jeffs, Arthur, 132 Moray Place, Dunedin.
 Kempthorne and Prosser, Dunedin.
 King, Alfred, 18 Crown Street, North-east Valley.
 Knox, James, 185 York Place, Dunedin.
 Knox, John, Burns Street, Caversham.
 Lambourne, T. and C., 3 Macrae Street, Mornington.
 Lawrence, Alfred G., 115 Main Road, North-east Valley.
 Lawrence, G., and Sons (Limited), 15 Walker Street, Dunedin.
 Lindsay, John, Burnside, Green Island.
 Loan and Watson, 256 Great King Street, Dunedin.
 Love Bros., Beach Street, Port Chalmers.
 Lunn, John, 172 Dundas Street, Dunedin.
 Lyders, Frederick W., Cliffs Road, St. Clair, Dunedin.
 Lyders, Henry, 36 Anderson's Bay Road, Dunedin.
 Lyders, P. A., Fairfield.
 McDougal, A., 14 Beta Street, Roslyn.
 McFarlane, William J., 62 Anderson's Bay Road, Dunedin.
 McGill, James, and Sons (Limited), 205 Moray Place West,
 Dunedin.
 McKay, Archibald, 50 Douglas Street, St. Kilda.
 McKinnon and Hamilton, Gladstone Road, North-east Valley.
 McLellan, William, McBride Street, South Dunedin.
 McLeod, Edwin, 19 Union Street, Dunedin.
 McLeod's Soap Works, Cumberland Street, Dunedin.
 McPherson, Thomas F., 73 Burns Street, Caversham.
 Macdonald Bros., Gladstone Road, North-east Valley.
 Maddox, William A., 23 Albert Street, St. Kilda.
 Mansel, Edwin, 16 Cannington Road, Maori Hill.
 Marett, Alfred F., 37 Walter Street, Mornington.
 Marr, John, 68 Fitzroy Street, South Dunedin.

Builders—continued.

- Marsh, Cyril C., 11 Duke Street, Dunedin.
 Marshall, D., Forbury Crescent, St. Kilda.
 Marshall, J., and Sons, 2 Wynyard Street, South Dunedin.
 Meikle, Robert, 18 Russell Street, Dunedin.
 Mills, William H., 68 Filleul Street, Dunedin.
 Minn, Jessie L., 67 Russell Street, Dunedin.
 Mitchell, A., 22 Pacific Street, Roslyn.
 Mulquin, Michael, 7 Glasgow Street, South Dunedin.
 Mustard, Robert, 5 Hart Street, Roslyn.
 Naylor, William, 24 Calder Street, St. Kilda.
 Newman and Son, 21 Hyde Street, Dunedin.
 Newman, John, 53 Howe Street, Dunedin.
 Newton, L. G., 75 Main South Road, Caversham, Dunedin.
 O'Connell and Nicholson, 14 Kilgour Street, Roslyn.
 Rhodes, Watson, and Son, 65 Stafford Street, Dunedin.
 Robson and Crawford, Station Street, Dunedin.
 Rodger, J. M., 113 Dundas Street, Dunedin.
 Ross and Glendining, Dunedin.
 Sandilands, Richard, 64 Queen's Drive, St. Kilda.
 Searle, George, 8 Dunblane Street, Roslyn.
 Simpson, G., and Co. (Limited), 19 Police Street, Dunedin.
 Smith, H. T., and Co., 4 Serpentine Avenue, Dunedin.
 Speight and Co., Dunedin.
 Stewart and Jones, 38-40 City Road, Roslyn.
 Story, G. R., 95 Stuart Street, Dunedin.
 Taieri and Peninsula Company, King Street, Dunedin.
 Thomson and Co., 446 Moray Place, Dunedin.
 Thomson, J. B., and Son, 121 Moray Place, Dunedin.
 Watson, A. T., 358 Castle Street, Dunedin.
 Watson, John, and Co., 175 Castle Street, Dunedin.
 White, John, 480 Great King Street, Dunedin.
 White, Joseph E., 391 Castle Street, Dunedin.
 Wilkinson, C. W., and Co., 83 Harrow Street, Dunedin.
 Wilkinson, Francis, Beta Street, Roslyn.
 Wilson, Alexander, Kaikorai Valley Road, Roslyn.
 Wood and McCormack, 67 Albany Street, Dunedin.
 Wood, Norman, 1 Lambert Street, North-east Valley.
 Woods, Leslie F., 7 Brown Street, Dunedin.
- Aburn, W., Cumberland Street, Dunedin.
 Bennett and Son, Anderson's Bay Road, Dunedin.
 Brundell and Watkins, Castle Street, Dunedin.
 Crimp, A. C. G., Burnside.
 Didham, W., 84 Melbourne Street, South Dunedin.
 Farquharson, William, Caversham Rise, Dunedin.
 Ferry, A., Oban Street, Roslyn, Dunedin.
 Geddes, W., Green Island.
 Giles, Albert, Green Island.

Builders—continued.

Henderson, William, Belleknowes, Dunedin.
 Hodges, G., 19 Prince Albert Road, Dunedin.
 Howarth, F. L., St. Anne Road, Mornington, Dunedin.
 King, William, Glencairn Street, North-east Valley, Dunedin.
 Loan, W. R., Castle Hill, Anderson's Bay, Dunedin.
 McLellan, W., Willow Street, Tainui.
 Masterton and Son, Brighton Street, Kaikorai, Dunedin.
 Milnes, J., Ravensbourne, Dunedin.
 Muirhead and McLeod, Mosgiel.
 Pedlow, T. G., 177 Bay View Road, Dunedin.
 Rhodes, W., and Son, Stafford Street, Dunedin.
 Ross, W., St. Kilda, Dunedin.
 Russell, John, Main Road, Caversham, Dunedin.
 Stewart, H. C., Roslyn, Dunedin.
 Strachan, J., Mosgiel.
 Waite, J., Kaikorai Valley, Dunedin.
 Watson, William; and Son, 120 King Street, Dunedin.
 Weir, A., Musselburgh, Dunedin.
 Whinam, F., 386 Castle Street, Dunedin.
 Wood, Alfred, Cargill Street, Dunedin.

Contractors.

Barkman, J. J. P., carter, Half-way Bush.
 Blagdon, William H. W., 10 Manor Place, Dunedin.
 Bradley, D., 901 Cumberland Street, Dunedin.
 Brenchley Bros., contractors, Harrow Street, Dunedin.
 Burk, A. and J., 118 Great King Street, Dunedin.
 Calder, George, quarry-proprietor, North-east Valley.
 Caskie, James, Opoho, North-east Valley.
 Christie, J. and T., 222 George Street, Dunedin.
 Douglas, J. S., and Co., 12 Frederick Street, Dunedin.
 Dunedin Drainage and Sewerage Board, Dunedin.
 Dunford, William, contractor, Anderson's Bay.
 Dyer, George, and Co., 14 Great King Street, Dunedin.
 Foster, James S., 583 Cargill Road, South Dunedin.
 Foster, Walter, and Co., 126 Cargill Road, South Dunedin.
 Frapwell and Holgate, Princes Street, Dunedin.
 Geddis, Robert, 97 Oxford Street, South Dunedin.
 Gray, James, Abbotsford.
 Hall, John, 19 Filleul Street, Dunedin.
 Hicks, John, Forbury Road, St. Clair.
 Jenkins, C. S., and Co., 22 Dowling Street, Dunedin.
 Jones, John, Macandrew Road, South Dunedin.
 Kane, R., carter, Melbourne Street, South Dunedin.
 King, Charles, 67 Harrow Street, Dunedin.
 Lucas, James, 24 Gladstone Road, North-east Valley.
 Maitland, William, 74 Forth Street, Dunedin.
 Manley, Alphonso, Castle Street, Dunedin.

Contractors—continued.

Meade, Charles, 12 High Street, St. Kilda.
 Meade, William, King Edward Road, South Dunedin.
 New Zealand Drug Company (Limited), Dunedin and Burnside.
 Palmer, J., and Son, quarry-proprietors, Logan's Point.
 Proctor, Robert C., 12 Cutten Street, South Dunedin.
 Quennell, Albert L., 30 Patrick Street, Mornington.
 Quennell, William B., Embo Street, Caversham, Dunedin.
 Scott, J. and R., 164 Rattray Street, Dunedin.
 Seddon and Rothwell, 51 Calder Street, St. Kilda.
 Smith, Sons, and Co., plumbers, Roslyn.
 Starkey, John P., plumber, Maori Hill.
 Stevenson, Malcolm, Cumberland Street, Dunedin.
 Walquist, James, Moreau Street, St. Kilda.
 Wilson, James, 36 Octagon, Dunedin.
 Wilson, J. M., and Sons, 155 George Street, Dunedin.
 Wright, G. E., 456 King Street, Dunedin.

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 come into force as provided by clause 18 hereof, and shall continue in force until the 11th day of June, 1917, 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 18th day of October, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

CONDITIONS RELATING TO LABOURERS EMPLOYED IN CONNECTION WITH BUILDING OPERATIONS.

Hours of Work.

1. (a.) A week's work shall not exceed forty-four hours. Eight hours per day shall be worked on five days of the week, between the hours of 7.30 a.m. and 5.30 p.m., and four hours on Saturday, commencing at 8 a.m. and finishing at noon.

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

Rates of Wages.

2. The following shall be the minimum wages to be paid to the several classes of workers hereinafter specified, that is to say,—

(a.) Workers in charge of derricks or employed in hod-carrying, scaffolding, or wheeling bricks on scaffold, 1s. 3d. per hour.

(b.) All other labourers employed in connection with building operations, 1s. 2d. per hour.

Accommodation.

3. Each employer shall provide, where reasonably necessary, accommodation to the satisfaction of the Inspector of Factories to enable the labourers to change their clothes and have their meals, and he shall also provide proper sanitary accommodation for them.

CONDITIONS RELATING TO LABOURERS EMPLOYED BY CONTRACTORS.

Hours of Work.

4. (a.) A week's work shall not exceed forty-seven hours. The working-hours shall not exceed eight hours and a half on each of five days of the week, and shall not exceed four hours and a half on Saturday.

(b.) Work shall commence not earlier than 7.30 a.m. and cease at 5 p.m., and one hour shall be allowed for dinner on each day except Saturday, when work shall cease at noon. Notwithstanding this provision an employer may work shifts at ordinary rates at other than the hours specified herein.

(c.) In tunnel-work the hours shall not exceed eight hours per day, with half an hour for crib-time. A tunnel must be 1 chain or more in length between shafts or must be timbered before it can be treated as a tunnel for the purposes of this clause.

(d.) Six hours shall constitute a day's work in tunnel-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 the workers are standing in water 3 in.

or over in depth or where water is dripping on them; but if the employer shall provide the workers with overalls or gum boots, or both, the place shall not be deemed a wet place.

(e.) All shifts shall cease work not later than 8 p.m. on Saturday.

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

Rates of Wages.

5. The following shall be the minimum wages to be paid to the several classes of workers hereinafter specified, that is to say,—

- (a.) Labourers employed in tunnels or in trenches of a depth of 6 ft. or over, 1s. 3d. per hour.
- (b.) Labourers employed in concrete-work, pick-and-shovel work, sewer-work, kerbing and channelling work, laying and cleaning drains, asphalt and tar work, and all other work of the same kind, 1s. 2d. per hour.

Accommodation.

6. Each employer shall provide proper sanitary accommodation for his labourers.

CONDITIONS RELATING TO ALL CLASSES OF LABOURERS AFFECTED BY THIS AWARD.

War Bonus.

7. (a.) 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 rates above mentioned, a war bonus of 10 per cent. upon the said rates.

(b.) Notwithstanding the foregoing clause the said war bonus may at any time during the currency of this 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.

Payment of Wages.

8. Wages shall be paid weekly or fortnightly as may be agreed. If any worker is required to go to his employer's office to receive his wages he shall do so in his employer's time. If a worker is dismissed he shall be paid his wages within a reasonable time after his dismissal.

Overtime and Holidays.

9. (a.) All time worked beyond the hours hereinbefore prescribed shall be paid for at the rate of time and a quarter for the first two hours and time and a half afterwards, but all work done on Saturday afternoon shall be paid for at the rate of time and a half.

(b.) Time and a half shall be paid for all work done on New Year's Day, Easter Monday, Labour Day, Boxing Day, or the birthday of the reigning Sovereign.

(c.) Double time shall be paid for all work done on Sunday, Christmas Day, or Good Friday.

(d.) If any of these holidays shall be generally observed on any other day the provisions of this award shall apply to such other day.

Employment of Youths.

10. (a.) Youths may be employed at not less than the following rates of wages: Up to seventeen years of age, 18s. per week; up to eighteen years of age, £1 2s. per week; up to nineteen years of age, £1 6s. per week; up to twenty years of age, £1 10s. per week; up to twenty-one years of age, 6s. per day or £1 16s. per week.

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

(c.) Youths under twenty-one years shall not be permitted to be shot-firers.

Tools.

11. Each worker shall provide himself with one shovel when required. All other tools shall be supplied by the employers, which are to be returned by the worker or paid for by him.

Suburban Work.

12. (a.) "Suburban work" means work, not coming within the definition of "country work," which has to be done at any place more than one mile and a half 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 performed 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 time occupied by them in travelling by the nearest road used by foot-passengers to and from such work in excess of a mile and a half, or shall pay their tramway or other fares going to and returning from such work once each day.

(c.) Any worker who resides within one mile and a half 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.

13. (a.) The provisions of this clause shall apply only to labourers employed in connection with building operations.

(b.) "Country work" means work done by a labourer which makes it necessary for him to sleep away from home.

(c.) 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 his 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.

(d.) Time occupied in travelling shall be paid for at the 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 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.

(e.) Labourers employed upon country work shall be paid an additional sum of 1s. 9d. 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.

(f.) 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 rate of wages herein prescribed for country work be paid.

Termination of Employment.

14. One hour's notice shall be given of the intended termination of a worker's employment.

Under-rate Workers.

15. (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.

16. (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 seven 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.

Scope of Award.

17. The operation of this award is limited to the area lying within a radius of twelve miles from the Chief Post-office in the City of Dunedin.

Term of Award.

18. This award, so far as builders' labourers are concerned, shall be deemed to have been in force as from the 12th day of June, 1916, except so far as those in the employ of the twenty-nine builders last named in the list of builders; and, so far as builders' labourers in the employ of such last-mentioned builders and contractors' labourers are concerned, shall come into force on the 30th day of October, 1916; and this award shall continue in force until the 11th day of June, 1917.

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 18th day of October, 1916

T. W. STRINGER, Judge.

MEMORANDUM

This award embodies, with a slight rearrangement of the order of the clauses, the recommendations of the Conciliation Council, which the parties agreed to accept. The Court has made the award retrospective only so far as builders' labourers are concerned, and then only as regards those employers whose assessors in the Conciliation Council agreed thereto, but otherwise, as intimated at the hearing, it has refused to make the award retrospective.

T. W. STRINGER, Judge.