

(4245.) NORTHERN INDUSTRIAL DISTRICT (EXCEPT POVERTY BAY DISTRICT) CONTRACTORS' 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' (Contractors Labourers' Section) Industrial Union

of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Contractors.

- Auckland Gas Company, Beaumont Street, Freeman's Bay.
 Auckland Racing Club, Shortland Street.
 Ball, William, Upper Nelson Street.
 Battersby, T., New North Road, Kingsland.
 Battersby, W., College Road, Ponsonby.
 Boyle, J., Clonbourne Road, Remuera.
 Bray, H. and C., Queen Street, Onehunga.
 Bryant, P., Union Buildings, Customs Street.
 Burt, A. and T., Customs Street.
 Carpenter, J. W., Smeeton's Buildings, Queen Street.
 Challis, J., Minnie's Reserve, Grey Lynn.
 Clark's Patent Block Company, Phoenix Chambers.
 Craig, J. J. (Limited), Queen Street.
 Densey, J., Newmarket.
 Devonport Gas Company.
 Forest, F., Gladstone Road, Point Chevalier.
 Frases, H., 38 Ardmore Road, Ponsonby.
 Gordon and Mays, care of Mr. S. Gordon, Dominion Road.
 Grevatt and Sons, Vermont Street, Ponsonby.
 Higgins, A., Epsom.
 Hooker, J., Pacie Avenue, Mount Eden.
 Hunter, W., Mount Roskill.
 Hutchinson, W. E., Nelson Street.
 Julian, J. T., Cook Street.
 Lamb and Dyson, Point Chevalier.
 Langlands and Co. (Limited), Nihotupu.
 Lovatt, William, Pollen Street, Ponsonby.
 McCarten and Young, Onehunga.
 McLean and Sons, Auckland.
 Magee, J., Pitt Street.
 Martin, R. B., 40 Queen's Parade, Devonport.
 Miller, D. and J., Wellesley Street East.
 Neuchatel Asphalt Company, Mechanics Bay.
 Nicol, George, Customs Street.
 Parsons and Sons, Devonport.
 Pooley, H., Avondale.
 Sutcliff and Mounce, 53 Ferry Buildings.
 Tyne, J., drainer, Pencarrow Avenue.
 Valentine, H., drainer, Ponsonby.
 White, Samuel, and Sons, Customs Street West.
 Wilson and Murphy, care of H. S. Wilson, Mount Albert
 Road, Epsom.

Winstone Limited, Customs Street.

Wooley and McLean, care of J. Wooley, Tram-terminus,
Mount Eden.

Hamilton—
Hines, Fielding, and Co.
Kelly, T.
Turpin, R.
Cambridge—
Eastwood, W.
Jarrett, J., jun.
Mack, F., Leamington.
Moore and Hardie.
Morrinsville—
Agnew, J.
Johansen, E.
Padlock, J.
Stanley, C.
Taupiri—
Littlewood, F.
Mason, C.

Taupiri—*continued.*
Old, J.
Ohaupo—
Urqhart, Bros.
Te Awamutu—
Andrews, H., and Sons.
Bickerstaff, W.
Cruikshank, A.
McInnes, S.
Peat and Benzies.
Rickitt, C. T., and Sons.
Whangarei—
Cleary, —.
Dominion Cement Company,
Tikirangi.
Moody and Sly.

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 working-time per week shall not exceed forty-seven hours, if not otherwise specified.

(b.) The 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 Saturday.

(c.) Work shall commence no earlier than 7.30 a.m. and cease at 5 p.m., and one hour shall be allowed for dinner, except on Saturday, when work shall cease at 12 noon. Notwithstanding the foregoing, an employer shall have the right to work shifts at ordinary rates at other than the hours specified herein.

(d.) In tunnel-work the hours shall not exceed eight hours per day, with half an hour for crib-time. A drive shall be constituted a tunnel for the purposes of this award from its commencement where it exceeds half a chain in length.

(e.) 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 water 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.

(f.) All shift-work shall cease not later than 8 p.m. on Saturday.

2. Where it is necessary to prepare material or work before the ordinary hours of commencing work the employer may employ workers 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.

3. 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, and thereafter double time; each day to stand by itself, and payment to be made accordingly.

Holidays.

4. Double time shall be paid for all work done on Sunday, Christmas Day, Good Friday, Labour Day, and New Year's Day,

and time and a half for all work done on Boxing Day, Easter Monday, and the Sovereign's Birthday.

Wages.

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

(a.) Popper-drill men, 1s. 4½d. per hour.

(b.) Labourers employed in tunnels or in trenches of a depth of 9 ft. or over, 1s. 3d. per hour.

(c.) 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.

(d.) 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.

(e.) 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.

Timbering.

6. Timber when required to be used in trenches, drives, and tunnels shall be not smaller than—slabs, 9 in. by 2 in.; struts, 4 in. by 3 in. Any timber for tunnels or shafts shall be approved by the representative of the union and the employer concerned or his representative; failing any agreement thereon the matter shall be referred to the engineer in charge of the works or his representative, whose decision shall be final.

Ventilation.

7. In all drives and tunnels where the air is bad, adequate provision shall be made whereby workers at the face shall be supplied with fresh air equivalent to 30 cubic feet per man per minute.

Lighting Lamps.

8. 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.

9. 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.

10. Piecework by labourers is prohibited.

Tools.

11. All tools shall be supplied by the employer.

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.

Suburban Work.

13. (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.

(c.) On suburban work where, by reason of tram, train, or ferry it is inconvenient to work the hours specified in clause 1 hereof it shall be competent for the union and the employer, with the consent of the workers, to agree that the hours of work be extended: Provided that in no case shall work commence before 7.30 a.m. or exceed nine hours per day at the rates of pay provided by clause 2 hereof, and that this subclause shall not apply to work done after noon on Saturday.

(d.) The union shall give notice to the Inspector of Awards within three days of any such agreement being made.

Country Work.

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

(b.) Any worker 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 the employer.

(c.) Time occupied in travelling shall be paid for at ordinary rates, but no worker 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 worker who is called upon to travel more than four hours on a Saturday shall be paid for eight hours.

(d.) Workers employed upon 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 prescribed without payment of overtime, but so that not less than the rate of wages herein prescribed for country work be paid.

Termination of Engagement.

15. 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.

16. 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.

17. (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.

18. Each employer shall provide, where reasonably necessary, accommodation to the satisfaction of the Inspector of Factories to enable labourers to change and dry their clothes and have their meals. Such accommodation shall be for the use of all workers on the job. No lime or cement shall be stored in the change-house. The employer shall also provide proper sanitary accommodation for the labourers.

Preference.

19. (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.

Workers' Representative.

20. The workers' representative shall have the right of entry, outside working-hours, to all jobs to which the employer can lawfully give such right, after due notice has been given to the employer or his representative.

Exemptions.

21. The provisions of clauses 1, 3, 4, and 19 of this award shall not apply to men employed by the Neuchatel Asphalt Company (Limited) for the purpose of preparing material prior to the ordinary starting-hour, but the said company shall pay overtime at

the rate, fixed by this award for any work done by any worker in excess of eight hours and a quarter in any one day.

Scope of Award.

22. 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.

23. 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.

For the Court's reasons for this award see the Memorandum to the Auckland Builders' Labourers' award of this date.

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.