

(4253.) HASTINGS, NAPIER, AND WANGANUI BUILDERS', CONTRACTORS', LOCAL BODIES', QUARRY-OWNERS', AND GENERAL LABOURERS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington 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 Wellington General Labourers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Builders and Contractors, Napier.

Abbott, J., Napier.

Amner, W. A., Clive Square, Napier.

Anderson, J. N., Wellesley Road, Napier.

Anderson Bros., Taradale.

Angus, W., Vigor Brown Street, Napier.

Barry Bros., Port Ahuriri.

Beagley, James, McDonald Street, Napier.

Builders and Contractors, Napier—continued.

- Beatson Bros., Meanee.
 Beebe, H., McDonald Street, Napier.
 Beecham, K., Shakespeare Road, Napier.
 Bull Bros., Waghorne Street, Port Ahuriri.
 Chapman and Yeates, Kennedy Road, Napier.
 Charles, F. R., McDonald Street, Napier.
 Collins, Edward, Nelson Crescent, Napier.
 Cooper, Ernest, Station Street, Napier.
 Corn, H., McDonald Street, Napier.
 Cranby and Co., Port Ahuriri.
 Crimp, J., Napier.
 Davies, A. B., Greenmeadows.
 Davis Bros., Greenmeadows.
 Ellison and Gore, Napier South.
 Ennor, W., Carlyle Street, Napier.
 Exeter, T., Napier.
 Fraser, E., Coote Road, Napier.
 Griffin, J., Chaucer Road, Napier.
 Hamlin, J. H. R., Thackeray Street, Napier.
 Hammond, S. G., Nelson Crescent, Napier.
 Hawke's Bay Monumental Company, Clive Square, Napier.
 Hill, J. G., Napier.
 Holder, H., Nelson Crescent, Napier.
 Holt, R., and Son, Thackeray Street, Napier.
 Hunt, A. A., Lighthouse Road, Napier.
 Jennings, F. W., Kennedy Road, Napier.
 Jones, R. J., Puketapu.
 Large, J., Coote Road, Napier.
 Laurenson, M., Jull Street, Napier.
 Manson and Co., Port Ahuriri.
 Miller, J. M., McDonald Street, Napier.
 McKenzie and Rae, Hastings Street, Napier.
 McLean, A., Hastings Street, Napier.
 Mullaney, J. J., Napier South.
 Napier Gas Company (Limited), Napier.
 Napier Plumbing Company, Munro Street, Napier.
 Niven, J. J., (Limited), engineers, Port Ahuriri.
 North, R., and Son, Raffles Street, Napier.
 Pearcey, James, Coote Road, Napier.
 Peterson and Cuff, Napier.
 Rockell and Sons, Napier.
 Rollinson and Sons, Shakespeare Road, Napier.
 Rood, W. J., Hall Street, Napier.
 Scott, A., Napier South.
 Smaile, R., Faraday Street, Napier.
 Smith, F. G., Port Ahuriri.
 Smith and Smith, Hastings Street, Napier.

Builders and Contractors, Napier—continued.

Taylor, F. T., Wellesley Road, Napier.
 Tinning, Robert, Vigor Brown Street, Napier.
 Tod and Creagh, Port Ahuriri.
 Turner Bros., Latham Street, Napier.
 Ward, W., Awatoto.
 Wellan, J., Taradale.
 West and Son, Taradale.
 Williams, H., and Son, Hastings Street, Napier.
 Wolfe, W. J., Shakespeare Road, Napier.
 Wright, A., McVay Street, Napier.
 Yates and Campbell, Marine Parade, Napier.

Builders and Contractors, Hastings.

Apperley, A. W., Hastings.
 Baines, J., Oak Road, Hastings.
 Barry, J., Norton Road, Hastings.
 Booth, McDonald, and Co., Market Street, Hastings.
 Brown, G. H., Nelson Street, Hastings.
 Cairns and Paton, Hastings.
 Curtis, J. H., Tollemache Street, Hastings.
 Dale, J. L., Havelock North.
 Donaldson, C. R., Hastings.
 Doole, J., Stortford Lodge, Hastings.
 Eves, S. T., Havelock North.
 Farmery, C., jun., Railway Road, Hastings.
 Flowers, C., Hastings.
 Fulford Bros., Havelock North.
 Grant, J. A., Charles Street, Hastings.
 Harman, E. J., Hastings.
 Hastings Brick and Tile Company, Hastings.
 Hastings Gas Company (Limited), Southampton Street, Hastings.
 Hay, W. M., Gray's Road, Hastings.
 Hooper, L. T., Havelock North.
 Kitt and Sons, Maraekakaho Road, Hastings.
 Laurenson, John, Clive.
 Leipst, A., Hastings Street, Hastings.
 Lincoln, W., Hastings.
 Lister, J. B., Clive.
 Lynn, J., Raureka, Hastings.
 McGaffin, R., Warren Street, Hastings.
 McGaffin, W., York Street, Hastings.
 Monk, J. W. C., Hastings.
 Newrick, J., jun., Hastings.
 New Zealand Home-builders, Hastings.
 Pilcher, A., Clive.
 Powdrell Bros., Queen Street, Hastings.
 Row, H., Hastings.

Builders and Contractors, Hastings—continued.

Saunders, F. C., St. George Road, Havelock North.
 Scullion, W. J., Norton Road, Hastings.
 Speer, S., Salwood Road, Hastings.
 Talbot, J. R., Havelock North.
 Tucker, F. E., Hastings.
 Welwood, R. A., York Road, Hastings.
 Wilson, H. A., Hastings.

Builders and Contractors, Wanganui.

Aird, James, Keith Street, Wanganui.
 Alderton, J. W., Ridgway Street, Wanganui.
 Arnold, J., Gonville, Wanganui.
 Arthur, C. J., Dublin Street, Wanganui.
 Ashwell and McAneny, Victoria Avenue, Wanganui.
 Barnes and Wilson, Mosstown, Wanganui.
 Barney, J. H., Young Street, Wanganui East, Wanganui.
 Bassett, W. G., Wilson Street, Wanganui.
 Beadle and Barron, St. Hill Street, Wanganui.
 Benge, George, St. Hill Street, Wanganui.
 Bignell, C., Victoria Avenue, Wanganui.
 Bland and Knight, Wanganui.
 Britton and Turvy, Ridgway Street, Wanganui.
 Bull, Robert, River-bank, Wanganui East.
 Butler, W., 122 Ridgway Street, Wanganui.
 Chisholm, W. L., Gonville, Wanganui.
 Comry, Peter, Bell Street, Wanganui.
 Dick and Flyger, Wilson Street, Wanganui.
 Dimes and Jones, 144A Avenue, Wanganui.
 Downer, J., Mosstown, Wanganui.
 Emia, W., King's Avenue, Gonville, Wanganui.
 Fenton and Lake, Smithfield Road, Gonville, Wanganui.
 Fowler Bros., Maria Place, Wanganui.
 Fromont, A., Russell Street, Aramoho.
 Fry and Treloar, Ingestre Street, Wanganui.
 Gellatly, D., 43 Ridgway Street, Wanganui.
 Gilbertson and Kearse, Wanganui East, Wanganui.
 Gilchrist, A., Wanganui East, Wanganui.
 Glasgow, William, Wilson Street, Wanganui.
 Graham, J., 87 Ridgway Street, Wanganui.
 Green, McLean, and Beaven, Ridgway Street, Wanganui.
 Halligan Bros., 189 Avenue, Wanganui.
 Hartnell, G. W., Wickstead Place, Wanganui.
 Hatcher, W., Wanganui East, Wanganui.
 Hogan, T., Durietown, Wanganui.
 Howell Bros., Wanganui.
 James, W. J., Wanganui East, Wanganui.
 Jensen, G., Alma Road, Gonville, Wanganui.
 Jepson, J. E., Mosstown, Wanganui.

Builders and Contractors, Wanganui—continued.

Kendrick and Poynter, Wanganui East, Wanganui.
 Knuckey, W., 47 Dublin Street, Wanganui.
 Meuli, G., Wanganui.
 Meuli and Son, N., Taupo Quay, Wanganui.
 McCullough and Smith, College Street, Wanganui.
 McKinnon, Peter, Wanganui.
 McLean, R., Putiki, Wanganui.
 Murray, W. H., Wanganui.
 O'Donnell, H., 24 Bell Street, Wanganui.
 Palmer, P. C., River-bank, Wanganui.
 Paul, W. J., Wanganui.
 Peachey, J., Wanganui East, Wanganui.
 Pepper, A., Wanganui East, Wanganui.
 Rountree and Son, Castlecliff.
 Russell and Bignell, Ridgway Street, Wanganui.
 Scelley, D., sen., Wanganui.
 Stokes, W. J., Gonville, Wanganui.
 Taylor, W. H., Bell Street, Wanganui.
 Tete and Waitre, Gonville, Wanganui.
 Thompson, Andrew, Wanganui East, Wanganui.
 Titter, H., Mosstown, Wanganui.
 Tomsitt and Stokes, Mosstown, Wanganui.
 Walpole, Darlington, and Patterson, Ridgway Street, Wanganui.
 Wanganui Sash and Door Company (Limited), Taupo Quay, Wanganui.
 Wansbrough, W. P., Gonville, Wanganui.
 Wight Bros., Wanganui East, Wanganui.
 Wilkie, W., Eastbrook, Wanganui.
 Wilson, C., May Street, Gonville, Wanganui.
 Woolston and Hewetson, Ridgway Street, Wanganui.

Local Bodies.

Castlecliff Town Board, Castlecliff, Wanganui.
 Gonville Town Board, Wanganui.
 Hastings Borough Council, Heretaunga Street, Hastings.
 Havelock Town Board, Havelock North, Hawke's Bay.
 Meeanee River Board, Meeanee, Hawke's Bay.
 Napier Harbour Board, Port Ahuriri, Napier.
 Taradale Town Board, Taradale, Hawke's Bay.
 Wanganui Harbour Board, Taupo Quay, Wanganui.

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 from the 1st day of May, 1916, and shall continue in force until the 15th day of September, 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 12th day of April, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) Except where otherwise specified the week's work shall not exceed forty-seven hours, which shall be fixed by each employer to suit his particular business, but which shall not exceed eight and a half hours on five days of the week and five and a half hours on Saturdays.

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

(c.) In tunnel-work the hours shall not exceed eight hours per shift, with half an hour for crib-time.

(d.) Six hours shall constitute a day's work in tunnel-work when workers are working in wet places or foul air. A "wet place" shall mean a place where workers have to stand in water over the boot-tops or where water is dripping on them.

(e.) A full week's work for labourers employed in connection with building operations shall be forty-four hours.

(f.) The provisions of clause (a) hereof shall not apply to the Wanganui Harbour Board in connection with its tidal work at

the heads, but overtime shall be paid for all work done in excess of eight hours in any one day.

Wages.

2. (a.) Labourers employed in connection with the erection, alteration, or demolition of any building, or in excavating or preparing ground for the same, shall be paid not less than 1s. 2d. per hour.

(b.) Labourers engaged in the construction of scaffolds shall, for the time they are employed on such work, be paid not less than 1s. 3d. per hour.

(c.) Tunnel-work: Tunnelmen and timbermen, 1s. 6d. per hour. "Tunnel-work" means any underground excavation that is over a chain in length or that requires timbering overhead.

(d.) Quarry-work: Workers engaged in getting out stone roughly squared to measurement, 1s. 3d. per hour; powdermen, hammer-and-drill men, and jumpermen, 1s. 2d. per hour; all other workers engaged in quarry-work, 1s. 2d. per hour.

(e.) General Work: Labourers employed in concrete-work, pick-and-shovel work, sewer-work, kerbing and channelling work, laying and cleaning drains, and asphalt and tar work, 1s. 2d. per hour.

(f.) 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.

(g.) 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.

(h.) Provided that nothing contained in subclauses (f) and (g) hereof shall apply to workers included in subclause (c) hereof.

Payment of Wages.

3. Wages shall be paid weekly or fortnightly, either on the job or at the employer's place of business, and within a quarter of an hour after the work has ceased. In the event of a worker being dismissed he shall be paid all wages due to him the same day.

Overtime.

4. 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, and thereafter at the rate of time and a half.

Holidays.

5. (a.) The following shall be recognized holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Christmas Day, and Boxing Day.

(b.) Work done on Good Friday, Christmas Day, or Sundays shall be paid for at the rate of double time. Work done on any of the other holidays shall be paid for at the rate of time and a half.

Overtime and Holidays for Builders' Labourers.

6. (a.) All time worked outside of or in excess of the hours mentioned in clause 1 hereof shall count as overtime, and shall be paid for at the rate of time and a quarter for the first two hours, time and a half thereafter up to 10 p.m., and double time between 10 p.m. and the ordinary time for commencing work next morning if worked continuously.

(b.) Except as provided for by subclause (b) of clause 1 hereof, workmen required to commence work between the hour of 6 a.m. and the ordinary time for commencing work shall be paid at the rate of time and a quarter for such time.

(c.) For work done on Sundays, New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, or Boxing Day, double time shall be paid.

Accommodation and Sanitation.

7. Each employer shall provide accommodation to the satisfaction of the Inspector of Factories to enable workers to change their clothes, and he shall also provide sanitary accommodation for workers.

Tools.

8. All tools shall be supplied by the employer.

Employment of Youths.

9. (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 of age shall not be permitted to be shot-firers.

Suburban and Country Work.

10. (a.) Workers employed shall be at the place where the work is to be performed at the hour specified for the commencement of work; and workers engaged in Napier, Hastings, or Wanganui to perform any work to be done more than two miles from the chief post-office in the town where the engagement is made shall be paid for the time reasonably occupied by them in walking to

and from such work beyond the two miles, or they shall be conveyed to and from such work at the cost of their employers; but no worker residing less than two miles, by a 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. All time walked shall be allowed for at the rate of four miles per hour.

(b.) The provisions hereinafter contained as to country work shall apply only to labour employed in connection with building operations.

(c.) Every labourer employed upon country work shall be paid, in addition to his ordinary wage, a further sum of 1s. for each and every day while he is so employed, and his travelling-expenses in going to and returning from such work shall also be paid by his employer. "Country work" shall mean work done at such a distance from the employer's place of business that the worker cannot return to his own place of abode on the same day.

(d.) Every 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.

(e.) 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 by him may exceed eight, unless he is on the same day occupied in working for his employer.

(f.) Notwithstanding anything herein contained, any employer and his worker may agree 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 rates of wages hereinbefore prescribed be paid.

Under-rate Workers.

11. (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.

12. (a.) Employers are at liberty to employ any person offering for employment, whether such person is a member of the union or not.

(b.) In the event of any person being hereafter engaged by any employer and who is not a member of the union, such person shall, within fourteen days after being requested in writing by the secretary of the union, join the union; and should such person not comply with the request within the period above mentioned he shall be deemed to have committed a breach of this award.

(c.) An employer shall not be liable under any circumstances for any breach of the preference clause.

Scope of Award.

13. The operation of this award is limited to the whole areas comprised within a radius of ten miles from the chief post-office in each of the towns of Napier, Hastings, and Wanganui.

Term of Award.

14. This award shall come into force on the 1st day of May, 1916, and shall continue in force until the 15th day of September, 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 12th day of April, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Council of Conciliation, which the parties agreed to accept.

The only matter referred to the Court was the question of wages, and, as intimated to the parties at the hearing and accepted by them, these have been fixed by the Court in conformity with the wages recently awarded in Auckland in this industry.

The preference clause is in a form agreed on by the Council of Conciliation, and is not in the form which the Court itself imposes.

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.