

TARANAKI INDUSTRIAL DISTRICT.

(4255.) NEW PLYMOUTH BUILDERS, CONTRACTORS, AND GENERAL LABOURERS.—AWARD.

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

New Plymouth—

Andrews, M., builder, Gover Street.

Bendall, W. E., coal-merchant, Powderham Street.

Berridge, A., contractor, Devon Street West.

Boon Bros., builders, Gover Street.

Brooking, W. F., builder, Powderham Street.

Browne, G. W., builder, Vogeltown.

- Caddy and Hurlstone, contractors, South Road.
 Clealand, J., builder, Devon Street.
 Cliff, W., builder, Avenue Road.
 Clow, M. E., builder, Devon Street.
 Coleman and Son, builders, Gill Street.
 Croot, E., coal-merchant, Elliott Street.
 Evans, R., bricklayer, Devon Street.
 Grayling, F., contractor, Courtenay Street.
 Grayling, H. H., builder, Old Hospital Road.
 Greenshields and Co., contractors, Gill Street.
 Hardwick and Danks, builders, Lemon Street.
 Hartnell, G. W., builder, Egmont Street.
 Hooker, A., bricklayer, Leech Street.
 Hooker, J. F., and Sons, carriers, Egmont Street.
 Howson, W., builder, Fitzroy.
 Jury, Percy, builder, Gover Street.
 Knight, G., carrier, Buller Street.
 Kyngdon, C., contractor, Fitzroy.
 Laurence, J. G., builder, Vogeltown.
 Loveridge, James, builder, St. Aubyn Street.
 Molloy, C. J., builder, Belt Road.
 Newell, Frank, builder, Frankleigh Park.
 New Plymouth Gas Company (Limited) (J. G. Arthur,
 manager), Kawau Street.
 New Plymouth Harbour Board (C. Rennell, Secretary),
 Brougham Street.
 Nixon and Nixon, plumbers, Devon Street.
 Parkin, T. and R., contractors, Fitzroy.
 Penman, D., coal-merchant, Devon Street.
 Powell, J. J., builder, St. Aubyn Street.
 Roberts, R. L., and Son, builders, Courtenay Street.
 Roebuck, C., bricklayer, Gill Street.
 Russell, J. G., and Son, bricklayers, St. Aubyn Street.
 Russell, W. J., contractor, St. Aubyn Street.
 Shaw and Payne, builders, Devon Street.
 Short, W. F., monumental mason, Powderham Street.
 Smart Bros., plumbers, Brougham Street.
 Taranaki Jockey Club (E. P. Webster, secretary),
 Brougham Street.
 Taranaki Master Builders' Association (W. F. Brooking,
 secretary), Powderham Street.
 Taranaki (New Zealand) Oilfields (Limited), (L. Keith,
 manager), St. Aubyn Street.
 Westport Coal Company (Limited), (O. N. Firth, man-
 ager), coal-merchants, Queen Street.

"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 representa-

tives 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 1st day of May, 1916, and shall continue in force until the 1st day of May, 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 7th day of April, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) A full week's work shall consist of forty-seven hours. The ordinary working-hours shall be between 7.30 a.m. and 5 p.m., except on Saturdays, when the hours of work shall be between 7.30 a.m. and 12 noon; the special time for beginning and leaving off work to be fixed by the employer to suit his particular business.

(b.) When it is necessary to prepare material or 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 the ordinary time for commencing work, and in such cases only the ordinary rates of pay shall be paid for the time so worked.

(c.) In tunnel-work the time shall not exceed eight hours per shift, with half an hour for crib-time. In connection with tunnel-work, six hours shall constitute a day's work when workers are working in wet places or foul air. "Tunnel-work" means any underground excavation that is over a chain in length, or that requires timbering overhead. A "wet place" shall mean a place where workers have to stand in water over ordinary boot-tops, or where water is dripping on them.

Wages

2. (a.) 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.) Labourers engaged on 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: Labourers employed in tunnels or in trenches of a depth of 9 ft. or over, 1s. 3d. per hour. Popper-drill men, 1s. 4½d. per hour.

(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: Workers 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.

Overtime.

3. (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.) Workmen required to commence work between the hours 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.

Holidays.

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

(b.) Work done on Sunday, Good Friday, and Christmas Day shall be paid for at the rate of double time.

(c.) Work done on any of the other holidays shall be paid for at the rate of time and a half.

Youths.

5. (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, £1 16s. per week.

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

Suburban and Country Work.

6. (a.) Workers employed shall be at the place where the work is to be performed at the time appointed for the commencement of work, and any workers engaged to perform work more than two miles from the Chief Post-office shall be paid for the time reasonably occupied by them in walking to and from such work beyond two miles, or they may 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.) Every labourer engaged upon country work shall be paid, in addition to his ordinary wages, 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, but once only during the continuance of the work if such work is continuous and the labourer is not in the meantime recalled by his employer, or he may be conveyed by his employer to and from such work free of charge. "Country work" shall mean work done at more than six miles from the employer's place of business.

(c.) Time occupied 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 engaged in working for his employer.

(d.) Notwithstanding anything herein contained any employer and his workers may agree that in respect of any special or 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 rates of wages hereinbefore prescribed shall be paid.

Tools.

7. All tools shall be supplied by the employer.

Under-rate Workers.

8. (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.

Payment of Wages.

9. All wages shall be paid weekly or fortnightly, and not more than two days' wages shall be kept in hand by the employer. If men are called upon to come to the office to receive their wages they shall do so in the employer's time, or be paid for such time taken in going to the office. In the event of a worker being dismissed he shall receive all wages due to him the same day, or be paid for all time taken in waiting for a final settlement.

Preference.

10. (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.

Scope of Award.

11. (a.) This award shall apply to all employers carrying on business within a radius of ten miles from the Chief Post-office of New Plymouth.

(b.) When the wages of a worker coming within the apparent scope of this award have already been fixed by an award of the Court or by an industrial agreement this award shall not apply, and this award is made subject to the condition that whenever any award is hereafter made embracing any industry, trade, or business in which such workers are employed, such award may be made to supersede this award so far as regards the wages and conditions of such workers.

Term of Award.

12. This award shall come into force on the 1st day of May, 1916, and shall continue in force until the 1st day of May, 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 7th day of April, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award is based for the most part on the recommendations of the Council of Conciliation, which the parties agreed to accept, the only matters referred to the Court being wages, preference, and term of award. As intimated at the hearing, the Court has granted the same rates of wages as those recently fixed by the Court in Auckland in the General Labourers' dispute, and has also inserted the war-bonus clauses.

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.