

(5253.) AUCKLAND BUILDERS', GENERAL, AND OTHER LABOURERS.—AWARD *RE* NIHOTAPU DAM CONTRACT.

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 Builders', General, and other Labourers' Industrial Union of Workers (hereinafter called "the union") and Langlands and Co. (hereinafter called "the employer").

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 the employer by its 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 employer, 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 employer, 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 employer 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 30th day of June, 1919, and shall continue in force until the 30th day of June, 1921, 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 June, 1919.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. The actual working-time per fortnight shall not exceed ninety-four hours.

Rates of Wages.

2. All labourers employed shall be paid not less than 1s. 6d. per hour. The present rate of wages paid in excess of the above rate to be maintained.

Overtime.

3. All time worked beyond the hours above mentioned shall be considered overtime, and shall be paid for at the rate of time and a half for the first three hours and thereafter double time.

Holidays.

4. All work done on Sunday, New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day, the Sovereign's Birthday, or Anniversary Day shall be paid for at the rate of double time.

Payment of Wages.

5. All wages shall be paid at the company's office or at the cookhouse on the works.

Preference.

6. All labourers engaged must within seven days of their engagement become and remain financial members of the union, provided that the union shall appoint one of its members employed on the works to collect union fees.

Tools.

7. All tools shall be supplied by the employer.

Employment of Youths.

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

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

Accidents.

9. A modern first-aid emergency case, fully equipped, shall be kept by the employer in a convenient and accessible place on the contract.

Accommodation.

10. The above-mentioned wages shall apply only so long as the present arrangements with the cookhouse continue—*i.e.*, twenty-one meals for £1; single meals, 1s. each.

In the event of the board being increased a corresponding increase shall be added to the workers' wages.

The present arrangements for living-accommodation shall continue; rooms or tents and mattresses to be provided by the employer.

Wet Places.

11. 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.

Walking-time.

12. Workers who are employed at more than two miles from the employer's cookhouse on the works shall be allowed ordinary rates for the time taken in walking any distance in excess of the two miles before mentioned at the rate of three miles an hour.

Scope of Award.

13. This award shall apply only to the Nihotapu Dam contract.

Term of Award.

14. This award shall come into force on the 30th day of June, 1919, and shall continue in force until the 30th day of June, 1921.

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 June, 1919.

T. W. STRINGER, Judge.

MEMORANDUM.

Some of the provisions of this award were agreed upon in Conciliation Council, the matters referred to the Court being wages, hours of work, overtime, and the term of the award. The preference clause is in the form agreed upon by the parties, and is the same clause that was contained in the industrial agreement under which the parties have hitherto been working. At the same time it is desirable to point out that the clause is probably quite invalid in its present form, and is one which the Court would not have consented to embody in its award but for the peculiar circumstances of the case.

T. W. STRINGER, Judge.