

(7710.) CHRISTCHURCH CITY COUNCIL LABOURERS.—AWARD.

In the Arbitration Court of New Zealand, Canterbury 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 Canterbury Builders' and General Labourers' Quarry-workers', and Wool and Grain Store Employees' Industrial Union of Workers (hereinafter called "the union") and the Christchurch City Council (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 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 a penalty as by law provided shall be 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 April, 1924, and shall continue in force until the 1st day of April, 1926, 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 affixed, and the Judge of the Court hath hereunto set his hand, this 14th day of February, 1924.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall not exceed eight hours each day on five days of the week and four hours on Saturday—between 7.30 a.m. and 5 p.m. on the first five days of the week, with an hour for dinner, and from 7.30 a.m. to 12 noon on Saturdays. Men engaged on street-cleaning, channel-work, and sanitary work may start work at such hour as may be deemed necessary, provided they do not work more than eight hours on five days of the week and four hours on Saturday.

Wages.

2. (a.) Unless otherwise specified the following workers shall be paid a minimum rate of 1s. 10d. per hour—men employed on concrete-work, pick-and-shovel work, sewer-work, laying and cleaning drains, sweeping and cleaning streets, cutting grass, gardening and

digging graves, road and path formation (other than tarring), screening materials, and all other work of a similar nature.

(b.) Men employed as refuse-lifters, loading hot clinkers, spreading metal, pipe-laying and kerb-setting, shall be paid $\frac{3}{4}$ d. per hour in addition to the above rates while so employed. ("Pipe-laying" shall mean the laying of pipes for sewerage purposes, stormwater, or water-mains only).

(c.) Men employed as tar-workers shall be paid $\frac{3}{4}$ d. per hour in addition to the rates set out in clause 2 (a) while so employed.

(d.) Men employed sweeping and cleaning streets or channel-sweeping who commence work between 6 a.m. and 7 a.m. shall receive 6d. per day in addition to the wages set out in clause 2 (a).

Payment of Wages.

3. Wages shall be paid weekly and in money and paid in the employer's time.

Overtime.

4. (a.) All time worked beyond the hours hereinbefore mentioned shall be considered overtime, and shall be paid for at the rate of 2s. 6d. per hour for the first two hours and thereafter double time.

(b.) All work done on Sundays shall be paid for at the rate of double ordinary time.

Holidays.

5. (a.) The following shall be the recognized holidays, and no deductions from wages shall be made in respect of such holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Show Day, Anniversary Day, Christmas Day, Boxing Day, and a Saturday to be set apart for an annual picnic.

(b.) When it is found necessary to work on any of the above-mentioned holidays, double ordinary time shall be paid.

Wet Places.

6. When workers are working in a wet place (other than direct rain) or foul air, six hours shall constitute a day's work, eight hours to be paid for; half an hour to be allowed for crib without deduction of pay.

When workers are working in not less than 2 in. of water, gum boots shall be provided by the employer.

Suburban Work.

7. When the work is outside the city boundary each worker shall be paid the ordinary rate of wages for the time occupied in proceeding thereto and therefrom at the rate of four miles for every hour, with a proportionate allowance for more or less than one hour, but in the

event of a worker residing within one mile and a half of such work he shall not be paid for the time occupied in travelling thereto and therefrom. Where the employer provides a conveyance only the actual time in travelling shall be paid for.

Country Work.

8. All men sent to a country job shall be conveyed or have their travelling-expenses paid, and have their time paid both going to and returning from the job, but once only during the continuance of the job if the work is continuous, and an addition of 5s. per day for six days per week when the distance necessitates their lodging from home; but the employer may, in lieu thereof, provide such workers free of charge with suitable board and lodgings whilst so engaged. They may work such hours as may be agreed upon between them and their employers for the same rate of wages as set out in clause 2 hereof.

Accommodation and Sanitation.

9. The Council shall provide accommodation to enable workers to change their clothes, and shall also provide sanitary accommodation for the workers.

Tools.

10. All tools shall be provided by the employer.

Dirty Places.

11. Workers employed in cleaning sumps shall be paid 1s. per day extra and be provided with overalls.

Termination of Engagement.

12. The Council shall give a worker one hour's notice or one hour's pay in lieu thereof prior to his dismissal. Each worker shall give his employer one hour's notice that he is about to leave his employment, or shall forfeit in lieu thereof one hour's pay, to be deducted from the wages due to him. In the event of any worker being dismissed all wages due to him shall be paid to him by his employer within twenty-four hours, and if not so paid all waiting-time shall be paid for at overtime rates.

** Under-rate Workers.*

13. (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.

14. (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.

Accidents.

15. A modern first-aid emergency case, fully equipped, shall be kept by the employer in a convenient and accessible place at each yard.

Scope of Award.

16. This award shall apply only to the Christchurch City Council.

Term of Award.

17. This award shall come into force on the 1st day of April, 1924, and shall continue in force until the 1st day of April, 1926.

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 14th day of February, 1924.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

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

[L.S.]

F. V. FRAZER, Judge.