

WELLINGTON INDUSTRIAL DISTRICT.

(8234.) HAWKE'S BAY BUILDERS' 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 Hawke's Bay Builders' and General Labourers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Napier.

Amner's Lime Company (Limited), Contractors and Quarry-owners, Napier.
Barry Bros., Contractors and General Employers, Port Ahuriri.
Bull Bros., Builders, Waghorne Street, Port Ahuriri.
Burke, F., Builder, Thompson Road, Napier.
Burlingham Bros. and McMillan, Builders and Contractors, Napier.
Burns, Robert, Builder, Hastings Street, Napier.
Chapman, J. W., Builder, Kennedy Road, Napier.
Charles, F. A., McDonald Street, Napier.

Christie, Jas., Waghorne Street, Port Ahuriri.
 Cooper, E., Contractor, Station Street, Napier.
 Corn, H., Plumber, McDonald Street, Napier.
 Corne and Kassler, Builders, Napier.
 Cranby, C. H., and Co. (Limited), Contractors and Carriers, Breakwater Road, Napier.
 Davis, A. B., Builder, Wellesley Street, Napier.
 Davis, E., Builder, Marine Parade, Napier.
 Ennor, W., Bricklayer and Contractor, Carlyle Street, Napier.
 Exeter, T., Builder, Napier.
 Faulkner, H., Builder, corner Latham Street and Nelson Crescent, Napier.
 Griffin, J., Contractor, Chaucer Road, Napier.
 Hamilton and Whillans, Contractors, Tennyson Street, Napier.
 Hammond, S. E., Contractor, Nelson Crescent, Napier.
 Hawke's Bay Farmers' Co-operative Association, Napier.
 Hawke's Bay Monumental Company, Clive Square, Napier.
 Hill, H., Plumber, Emerson Street, Napier.
 Hill, J., Builder, Emerson Street, Napier.
 Holder Bros., Builders, Kennedy Road, Napier.
 Holt, R., and Sons, Timber-yard and Builders, Thackeray Street, Napier.
 Jemings, F. A., Kennedy Road, Napier.
 Laurensen, M. M., Builder, Jull Road, Napier.
 Lowry, J., Builder, Port Ahuriri.
 McKenzie and Walker, Builders, Hastings Street, Napier.
 Manson and Clark, Timber-merchants, Port Ahuriri.
 Moore, S. E., Builder, Hastings Street Extension.
 Morse and Robertson, Brick-yards, Hyderabad Road, Napier.
 Mullaney, J., Builder, Napier South.
 Niven, J. J., and Co. (Limited), Port Ahuriri.
 Northe and Son, Contractors, Raffles Street, Napier.
 Pearce, G., Builder, McDonald Street, Napier.
 Pearcey, J., Builder, Bay View Road, Napier.
 Rockell and Son, Builders, Greenmeadows.
 Rood, W. J., Builder, McDonald Street, Napier.
 Sinclair, J., Builder, Guy's Hill, Napier.
 Smaile, R., Quarry-owner, Faraday Street, Napier.
 Smith, F. G., and Co., General Carriers, Port Ahuriri.
 Thompson, H., Campaign Street, Napier.
 Tinning, R., Contractors, Vigor Brown Street, Napier.
 Tod, H., Builder, Waghorne Street, Port Ahuriri.
 Turner, H. J., Builder, Latham Street, Napier.
 Turville, A. J., Builder, Kennedy Road, Napier.
 Vershaffelt, P., Builder, Nelson Crescent, Napier.
 Ward, W., Builder, Awatoto, H.B.
 Wellan, J., Contractor, Taradale.
 Williams, H., and Son, Ironmongers, Hastings Street, Napier.
 Wright, A., Builder, McVay Street, Napier.

Hastings.

Abbott, W. A., Contractor, Hastings.
 Adamson, J. H., Builder, Heretaunga Street, Hastings.
 Bartle, W., Builder, Lovedale Road, Hastings.
 Beeson, W., Builder, Queen Street, Hastings.
 Berry, F., Builder and Contractor, Havelock North.
 Brausch, C. Z., Builder, Hastings Street, Hastings.
 Cairns and Paton, Builders, Havelock North.
 Campbell and Sons, Builders, Karamu Road, Hastings.
 Cowlrick, F. J., Contractor, Hastings.
 Curd and Sons, Contractors, Nelson Street, Hastings.

Eves, S., Brick-yards, Havelock North.
 Gibbs and Hopkins, Contractors, Avenue Road, Hastings.
 Hackett and Cooper, Builders, Hastings.
 Harman, E. J., Builder, Quarry Road, Hastings.
 Hastings Timber and Joinery Company, Eastbourne Street, Hastings.
 Hawke's Bay Farmers' Co-operative Association, Hastings.
 Hawke's Bay Meat Company, Whakatu.
 Hay, R. E., Builder, Hastings.
 Hay, W. M., Builder, Hastings.
 Hill, T., Builder, Willow Park Road, Hastings.
 Holt and Sons, Builders, Hastings.
 Hopkins, C. P., Contractor, Queen Street, Hastings.
 Hume Pipe Company, Hastings.
 Keith, W., Builder, Charles Street, Hastings.
 Leipst, A., Contractor, Hastings Street, Hastings.
 Lincoln, W., Bricklayer and Contractor, Frederick Street, Hastings.
 Lister, N. B., Contractor, Clive.
 McDonald Bros., Builders, Hastings.
 McLeod and Gardiner, Timber-merchants, Market Street, Hastings.
 Monk, J. C., Builder, Warwick Road, Hastings.
 Monk, J. W. C., Builder, Karamu Road, Hastings.
 Pakipaki Brick and Tile Company, Pakipaki.
 Palmer, C., Builder, Hastings.
 Phillips, Wright, and Co., Builders, Heretaunga Street, Hastings.
 Randall, J., Contractor, Garnett Street, Hastings.
 Scanlon, T., Builder, Hastings.
 Stanley Bros., Builders, Karamu Road, Hastings.
 Styles, T., Builder, Karamu Road, Hastings.
 Tong, S. T., Builder, Karamu Road, Hastings.
 Toop, Arch., Builder, Havelock North.
 Tucker, F. L., Builder, Lascelles Street, Hastings.
 Wellwood, R. A., Contractor, York Road, Hastings.
 White, A. J., Builder, Eaton Road, Hastings.
 White, E. W., Builder, Quarry Road, Hastings.

Waipukurau.

Beachem, H., Contractor.
 Chambers, Sons, and Logan, Contractors.
 Winlove, J., Contractor.

Dannevirke.

Aitchison, J., Contractor, York Street, Dannevirke.
 Beatty, A., Adelaide Road, Dannevirke.
 Bissel, James, Builder, Madrid Street, Dannevirke.
 Brown, Philip, Contractor, Swinbourne Street, Dannevirke.
 Christensen Bros., Thyra Street, Dannevirke.
 Christoffersen, O., Rauroa.
 Collett, Messrs., Barrand Street, Dannevirke.
 Cullotty, M., Thyra Street, Dannevirke.
 Dannevirke Woodware Company (Limited).
 Electric-power Board, Dannevirke.
 Fairhurst, J. H., Contractor, High Street, Dannevirke.
 Frederickson, H., Kaitoke.
 Gillespie, A., Contractor, York Street, Dannevirke.
 Gilmour, J. J. K., Contractor, Victoria Avenue, Dannevirke.
 Graham Bros., Guy Street, Dannevirke.
 Haines, W., Contractor, Adelaide Road, Dannevirke.
 Hansard Bros., Builders, York Street, Dannevirke.
 Killkolly, I., Piripiri.

McMillan, W., Umatearoa.
 Moore, F. T., Mangatera.
 Neilson Limited, High Street, Dannevirke.
 Potts, E., Contractor, Allardice Street, Dannevirke.
 Stewart, L., Miller's Road, Dannevirke.

Takapau.

Anderson, A., Contractor.
 Woodburn, W., Contractor.

Otane.

Powell, H., Contractor.

Wairoa.

Ashley Bros., Contractors.
 Brady and Beatty, Contractors.
 Cooper, C. H., Contractor.
 Gallagher and Co., Contractors.
 Gardiner and Co., Contractors.
 Holt, John, Contractor.
 Taylor, F., Contractor.
 Wilson, P., Contractor.

Local Bodies.

Dannevirke Borough Council, Dannevirke.
 Hastings Borough Council, Hastings.
 Havelock Town Board, Havelock.
 Hawke's Bay Power Board, Napier.
 Hawke's Bay Rivers Board, Meanee.
 Napier Borough Council, Napier.
 Napier Harbour Board, Napier.
 Norsewood Town Board, Norsewood.
 Ormondville Town Board, Ormondville.
 Otane Town Board, Otane.
 Taradale Town Board, Taradale.
 Waipawa Borough Council, Waipawa.
 Waipukurau Borough Council, Waipukurau.
 Wairoa Borough Council, Wairoa.
 Woodville Borough Council, Woodville.

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 as hereinafter provided, and shall continue in force until the 1st day of June, 1927, 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 16th day of June, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) Except where otherwise specified the week's work shall not exceed forty-seven hours, and shall be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, and between the hours of 7.30 a.m. and 12 noon on Saturday, but shall not exceed eight and a half hours on five days of the week, and four and a half hours on Saturday.

(b.) When any special emergency arises local bodies may vary the starting-time of their workers.

(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 when workers are working in wet places or foul air. A "wet place" shall mean a place where workers have to stand in water 3 in. or over in depth or where water (other than rain-water) is dripping on them.

(e.) A full week's work for labourers employed in connection with building operations shall be forty-four hours, eight hours to be worked on five days of each week between the hours of 7.45 a.m. and 5 p.m., and four hours to be worked on Saturdays between the hours of 7.45 a.m. and 12 noon.

(f.) 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. This subclause applies to all workers coming under the operation of this award.

Rates of Wages.

2. (a.) *Building Trades Labourers.*—Labourers engaged on the actual construction of scaffolds shall, for the time they are employed on such work, be paid not less than 1s. 10½d. per hour.

(b.) Labourers assisting in the erection or demolition of scaffolds of buildings shall be paid not less than 1s. 9¼d. per hour.

(c.) *General Labourers.*—The following shall be the minimum rates of wages paid respectively to the several classes of workers hereinafter specified:—

Tunnel-work : Tunnelmen and timbermen, 2s. per hour. “ Tunnel-work ” means any underground excavation that is over a chain in length or that requires timbering overhead.

(d.) Quarry-work : Certificated men using explosives, 1s. 10½d. per hour. All other workers employed in or about any quarry, 1s. 9¼d. per hour.

(e.) General labourers working underground or employed at concrete-work, pick-and-shovel work, sewer-work, kerbing and channelling work, laying and cleaning drains, 1s. 9¼d. per hour.

(f.) Workers engaged in actually handling bitumen or tar, 1s. 10¼d. per hour.

Payment of Wages.

3. (a.) Wages shall be paid weekly, and in the case of local bodies fortnightly, and within fifteen minutes of ceasing work on the regular pay-day.

(b.) On country or suburban work wages may be paid as agreed upon by the employer and the workers concerned in such work.

(c.) If any worker is discharged before the end of the week he shall be paid within one hour after such discharge whatever wages may be due to him for the actual time worked.

Overtime and Holidays.

4. *Builders' Labourers.*—(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 half for the first four hours and double time thereafter.

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

General Labourers.—(c.) All time worked beyond the hours hereinbefore mentioned shall be considered overtime, and shall be paid for at the rate of time and a half for the first four hours and thereafter at the rate of double time.

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

(e.) Work done on Good Friday, Christmas Day, or on Sunday 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.

Suburban Work.

5. Workers shall be at the place where the work is to be performed at the time appointed for the commencement of work, but should such place be beyond two miles from the chief post-office in any of the towns covered by this award, and not coming under the heading of "country work," the workers 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 worked shall be allowed for at the rate of three miles per hour.

Country Work.

6. (a.) "Country work" means work at which a worker is required to sleep away from 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 such work is continuous and the worker is not in the meantime recalled by his employer.

(c.) Time occupied in travelling shall be paid for at the 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 may exceed eight, unless he is on the same day occupied in working for his employer.

(d.) Workers employed upon country work shall be paid an additional sum of 4s. 2d. per day for six days a 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 shall be paid.

Accommodation.

7. Each employer shall provide accommodation to the satisfaction of the Inspector of Factories to enable labourers to change their clothes and have their meals, and he shall also provide proper sanitary accommodation for labourers. Where practicable the employer shall see that drinking-water is available, and facilities for boiling same at the mid-day meal.

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 :—

	Per Week.		
	£	s.	d.
Up to seventeen years of age	1	8	0
Up to eighteen years of age	1	14	0
Up to nineteen years of age	2	0	0
Up to twenty years of age	2	6	0

(b.) The proportion of youths shall be not more than one to every five or fraction of the first five men fully employed. Nothing herein contained shall be deemed to affect the employment of any youth duly apprenticed under the provisions of any award or order of this Court in respect of any work to be done in assisting any journeyman in the trade to which he has been apprenticed.

First Aid.

10. First-aid outfits, easily accessible, shall be provided on permanent jobs where a number of men are employed.

Wet Places.

11. Gum-boots shall be supplied by the employers at the request of the workers when the latter are working in water over an inch in depth.

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 day's notice shall have been given to such worker by the Secretary of the union requiring him to have his wage 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 Awards 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.

13. (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 9d. per week.

Scope of Award.

14. This award shall be limited in its operation to employers carrying on business within the limits of the following counties, including all interior boroughs and town districts: Dannevirke County, Patangata County, Waipukurau County, Waipawa County, Hawke's Bay County, and that portion of the Wairoa County which is situated in the Wellington Industrial District: Provided that nothing contained in this award shall have any application to workers employed on municipal street-scavenging work.

Term of Award.

15. This award in so far as it relates to wages shall be deemed to have come into force on the 1st day of June, 1925, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of June, 1927.

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 16th day of June, 1925.

[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.