

(8412.) NORTH CANTERBURY BOROUGH COUNCILS' LABOURERS.—
AWARD.

In the Court of Arbitration 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 undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Akaroa Borough Council.

Ashburton Borough Council.

Kaiapoi Borough Council.

Lyttelton Borough Council.

New Brighton Borough Council.

Rangiora Borough Council.

Riccarton Borough Council.

Sumner Borough Council.

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 23rd day of November, 1925, and shall continue in force until the 23rd day of November, 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 17th day of November, 1925.

[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, and shall be worked 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 Saturday. Men engaged on street-cleaning, channel-work, and sanitary work may start work at such hour as may be deemed necessary, provided that they do not work more than eight hours on five days of the week and four hours on Saturdays.

Wages.

2. The following shall be the minimum rate of wages to be paid to all classes of workers, viz., 1s. 11d. per hour.

Payment of Wages.

3. Wages shall be paid weekly and in money. When not paid in the employer's time all time exceeding fifteen minutes shall be paid for at overtime rates.

Overtime.

4. (a.) 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 two hours and thereafter double time.

(b.) All time worked on Sundays shall be paid for at the rate of double time, a minimum of two hours to be paid to workers unless notified on the previous day.

Holidays.

5. (a.) The following shall be the recognized holidays, and no deduction shall be made from wages in respect of such holidays: New Year's Day, Good Friday, Easter Monday, Easter Saturday, Anzac Day, King's Birthday, Labour Day, Show Day, Christmas Day, and Boxing Day.

(b.) Work done on any of the above-mentioned holidays shall be paid for at the rate of double time.

Wet Places.

6. (a.) When workers are working in a wet place or foul air, six hours shall constitute a day's work, eight hours to be paid for; half an hour shall be allowed for crib.

(b.) Where 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 elsewhere than at the business premises of the employer, and is distant more than one mile and a half from the chief post-office of such city, borough, or district, 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.

Sanitation.

9. Each employer of labour shall provide proper sanitary accommodation on each job.

Tools.

10. All tools shall be provided by the employer.

Dirty Places.

11. (a.) Workers employed in a dirty place shall be paid 1s. per day extra. A dirty place is demolishing old buildings or chimneys, assisting to take out or reset ranges, &c., repairing or altering old sewers or drains.

(b.) Men engaged in cleaning sumps to which household drainage has access shall be supplied with overalls whilst engaged at such work, and shall be paid 1s. per day extra.

Termination of Engagement.

12. The employer shall give a worker one hour's notice or one hour's pay in lieu of notice 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 or leaving his employment 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.

Notification.

13. The employers shall supply a list of men in their employ when requested to do so by the secretary of the union.

Accidents.

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

Under-rate Workers.

15. (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 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.

16. (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, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear without reasonable excuse in his contributions to the union : Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Term of Award.

17. This award shall come into force on the 23rd day of November, 1925, and shall continue in force until the 23rd day of November, 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 17th day of November, 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.

F. V. FRAZER, Judge.
