

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(8450.) OTAGO AND SOUTHLAND BUILDERS AND CONTRACTORS' LABOURERS—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland 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 Otago General Labourers, Builders' Labourers, Quarrymen, and Coal-yard Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Dunedin Builders and Contractors' Industrial Union of Employers, 20 Crawford Street, Dunedin.

Dunedin Master Plumbers' Industrial Union of Employers, 20 Crawford Street, Dunedin.

Abbott, A. H., Builder, 79 District Road, Mornington.

Aitcheson, Robert, Builder, Kaitangata.

Anderson, C. L., Builder, 55 Forbury Crescent, St. Kilda.

Anderson, H. C., Builder, 33 Normanby Street, St. Kilda.

Anderson, Wm., 666 George Street, Dunedin.

Angel, S. G., Plumber, 26 Pacific Street, Roslyn.

Armour, J. M., Taieri Road, Roslyn.

Ashton, William, Plasterer and Contractor, 36 Oxford Street, South Dunedin.

Barkman, J. J. P., Contractor, Halfway Bush.

Beck, Henry T., Builder, 518 Castle Street, Dunedin.

Bennet, T., and Son, Builders, 242 Anderson's Bay Road, Dunedin.

Bingham, H. S. and Co. (Limited), Builders, 283 Moray Place, Dunedin.

Binnie, A. A., Bricklayer, 35 Henry Street, Maori Hill.

Boyd, Daniel T., Builder, 44 King Street, Dunedin.

Bradley, D., Contractor, 901 Cumberland Street, Dunedin.

Brenchley Bros., Contractors, Harrow Street, Dunedin.

Burk, A. and J., Plumbers, 450 Great King Street, Dunedin.

Burt, A. and T. (Limited), Plumbers and Contractors, Stuart Street, Dunedin.

Butters, J., Drainer, Ravensbourne.

Callendar, James, Builder, Mosgiel.

Campbell, Orr, Builder, 35 Leith Road, North-east Valley.

Caskie, James, Contractor, Opoho, North-east Valley.

Christie, J. and T., Plumbers and Contractors, 222 George Street, Dunedin.

Clark, Charles, Builder, 29 Forbury Road, South Dunedin.

Clark, George (Limited), Builders, 347 Princes Street, Dunedin.

Clark, William M., Builder, 9 Council Street, St. Kilda.

Crawford, Robert, and Co., Builders, 341 Great King Street, Dunedin.

Crimp, E. T., and Sons, Contractors, Green Island.

Davidson, William, Builder, 57 Bird Street, St. Kilda.

Dempster and Silver, Builders, Halsey Street, Dunedin.

Douglas, J. S., and Co., Plumbers, 21 Frederick Street, Dunedin.

Duncan, William, and Son, Builders, 3 Eden Street, Dunedin.

Dunford Bros., Contractors, Anderson's Bay Road, Dunedin.

Dunn, George, jun., Builder, 111 North Road, North-east Valley.

Dyas, W. J., Bricklayer, 37 Macandrew Road, Dunedin.

Dyer, George and Co., Plumbers, 39 Great King Street, Dunedin.

- Ellis and Glue, Builders, 5 Melville Street, Dunedin.
 Ellis and Roberts, Plumbers, Sim Street, Maori Hill.
 Evans, Isaac J., Builder, Main Road, North-east Valley.
 Ferry, A., Contractor, 15 Oban Street, Roslyn.
 Fletcher Construction Company (Limited), 103 Stuart Street, Dunedin.
 Forbes, W., Contractor, 278 Highgate, Maori Hill.
 Foster, H. C., 80 Clyde Street, Dunedin.
 Foster, James S., Plumber, 583 Cargill Road, South Dunedin.
 Foster, Walter, and Co., Plumbers, 126 Cargill Road, South Dunedin.
 Fountain, A. D., Builder, 42 Ann Street, Roslyn.
 Frapwell and Holgate, Contractors, Princes Street, Dunedin.
 Geddis, Robert, Contractor, 97 Oxford Street, South Dunedin.
 George, Christopher W., Builder, 49 St. Andrew Street, Dunedin.
 George, H. A., 25 Filleul Street, Dunedin.
 Gibbs, George D., Builder, 12 Wells Street, Maori Hill.
 Gibson, J. J., Bricklayer, 24 Peter Street, Caversham, Dunedin.
 Glasson, Chas., Drainer, 27 Erin Street, Roslyn.
 Gourley, Hugh, Builder, Crosby Street, Mornington.
 Hall and Sons, Plumbers, 19 Filleul Street, Dunedin.
 Hamilton, J. L., Builder, 12 Pine Hill Terrace, North-east Valley.
 Hicks, John, Builder, 114 Surrey Street, Caversham, Dunedin.
 Holmes, E. C., Contractor, 72 St. David Street, Dunedin.
 Hollick, Ed., Builder, Milton.
 Howarth, F. L., Builder, Contractor, Carson Street, Mornington, Dunedin.
 Jeffs, Arthur, Builder, 416 Moray Place, Dunedin.
 Jenkins, C. S., and Co., Plumbers and Contractors, 22 Dowling Street, Dunedin.
 Jensen, P., Builder, 14 Nicholson Street, St Kilda.
 King, Charles, Contractor, 67 Harrow Street, Dunedin.
 King, William, Builder, 6 Glencairn Street, North-east Valley, Dunedin.
 Knox, James, Builder, 335 York Place, Dunedin.
 Lambourne, C., Builder, 3 Macrae Street, Mornington.
 Lawrence, Geo., and Son (Limited), Carroll Street, Dunedin.
 Levido, E. H., 4 Knox Street, North-east Valley.
 Loan and Watson, Contractors, 254 King Street, Dunedin.
 Love Bros., Builders, Beach Street, Port Chalmers.
 Lyders, Frederick W., Cliffs Road, St. Clair, Dunedin.
 McFarlane, William J., Builder, 62 Anderson's Bay Road, Dunedin.
 McGill, James, and Sons (Limited), Builders, 205 Moray Place West, Dunedin.
 McKinnon, John, Builder, 64 Belgrave Crescent, Roslyn.
 McLellan, William, Builder, McBride Street, South Dunedin.
 McLeod, Edwin, Builder, 23 Union Street, Dunedin.
 McLeod, W., Builder, 19 Clarendon Street, Dunedin.
 McPherson Thomas F., Builder, 73 Burns Street, Caversham.
 Mansell, Edwin, Builder, 10 De Carle Street, St. Kilda.
 Marshall, J., and Sons, Builders, 2 Wynyard Street, South Dunedin.
 Masterton, John, and Son, Contractors, School Street, Roslyn.
 Meade, Charles, Contractor, 12 High Street, St. Kilda.
 Middlemas, D. R., Builder, Kaitangata.
 Milnes, J., Builder and Contractor, Hill Street, Ravensbourne, Dunedin.
 Mitchell, A., Builder, 22 Pacific Street, Roslyn.
 Mitchell, R., Builder, 116 Oxford Street, St. Kilda.
 Muirhead and McLeod, Contractors, Mosgiel.
 Naylor, William, H., Builder, 24 Calder Street, St. Kilda.
 New Zealand Drug Company (Limited), Burnside.
 O'Connell and Co., Builders, 14 Kilgour Street, Roslyn.
 Porteous, A., Builder, Glen Avenue, Mornington.
 Price, E. G., Plumber, 40 Macandrew Road, South Dunedin.
 Proctor, Robert C., Contractor, 12 Cutten Street, South Dunedin.

Quennell, W. and A., Bricklayers, Ward Street, Dunedin.
 Rhodes, Watson, and Son, Builders and Contractors, 65 Stafford Street,
 Dunedin.
 Ross and Glending, Roslyn Mills, Dunedin.
 Ross, H., and Co., Plumbers, 400 King Edward Street, Dunedin.
 Ross, King, and Mullinger, Builders, Opoho, North-east Valley.
 Scott, J. and R., Contractors, 164 Rattray Street, Dunedin.
 Simpson, G., and Co. (Limited), Builders, 19 Police Street, Dunedin.
 Smith, H. T., and Co., Builders, 4 Serpentine Avenue, Dunedin.
 Speight and Co., Brewers, Dunedin.
 Stevenson, Malcolm, Contractor, Tewsley Street, Dunedin.
 Thomson and Co., Builders, 446 Moray Place, Dunedin.
 Walker, Robert, 342 Moray Place East, Dunedin.
 Wallace, A. H., Plumber, 74 Mary Hill Terrace, Dunedin.
 Walmsley and Knox, Plumbers and Contractors, 3 Filleul Street, Dunedin.
 Walquist, James, Contractor, Moreau Street, St. Kilda.
 Watson, John, and Co., Builders, 175 Castle Street, Dunedin.
 Watson, William, and Son, Plasterers, 120 King Street, Dunedin.
 Whinam, F., Contractor, 386 Castle Street, Dunedin.
 Wilson, James, Contractor, 36 Octagon, Dunedin.
 Wilson, J. M., and Sons, Contractors, 155 George Street, Dunedin.
 Wood and McCormack, Builders, 67 Albany Street, Dunedin.
 Woods, Leslie F., 7 Brown Street, Dunedin.

Oamaru.

Abbott, Henry, 34 Ribble Street, Oamaru.
 Allan, John, Builder, Thames Street, Oamaru.
 Amies, A., Builder, Ardgowan, Oamaru.
 Concher, Alex., Tyne Street, Oamaru.
 Cooper, William, Torridge Street, Oamaru.
 Craig and Co., Thames Street, Oamaru.
 Crawshaw, Q., Severn Street, Oamaru.
 Duncan, William, 3 Eden Street, Oamaru.
 Harbour and Sutherland, Torridge Street, Oamaru.
 Harris, T., and Son, Thames Street, Oamaru.
 Mollison, G. P., Builder, Severn Street, Oamaru.
 Slater and Co., Thames Street, Oamaru.
 Smith, Alfred, Builder, Severn Street, Oamaru.
 Tait, James, Builder, Torridge Street, Oamaru.
 Wallace, James G., Builder, Wansbeck Street, Oamaru.

Invercargill, &c.

Ashley, Henry G., Kelvin Street, Invercargill.
 Ball, A. J., Tyne Street, Invercargill.
 Berry, Denton Street, Gore.
 Fortune, John, 75 Lewis Street, Gladstone, Invercargill.
 Fortune, H. G., 102 Ettrick Street, Invercargill.
 Fraser, A., Queenstown.
 Gray, L., 19 Albert Street, Gladstone, Invercargill.
 Johnston, C., and Son, Don Street, Invercargill.
 Hamilton, W. R., 112 Don Street, Invercargill.
 Hannan, T., Bricklayer, Nightcaps.
 Thornhill, K. G., Drainer, 158 Lee Street, Invercargill.
 Young, J., 121 Ettrick Street, Invercargill.

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 representative

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 27th 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 10th day of December, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

CONDITIONS RELATING TO LABOURERS EMPLOYED IN CONNECTION WITH BUILDING OPERATIONS.

Hours of Work.

1. (a.) A week's work shall not exceed forty-four hours. Eight hours per day shall be worked on five days of the week, between the hours of 7.30 a.m. and 5 p.m., and four hours on Saturday, commencing at 8 a.m. and finishing at noon.

(b.) Where it is necessary to prepare material for work before the ordinary hours of commencing work the employer may employ workers to do such necessary work at the ordinary rate of pay for not more than half an hour before the ordinary time for commencing work.

Rates of Wages.

2. The following shall be the minimum wages to be paid to the several classes of workers hereinafter specified, that is to say:—

(a.) Labourers in charge of derricks or concrete-mixers, or employed in hod-carrying, scaffolding, or wheeling bricks on scaffold, 1s 11d. per hour.

(b.) All other labourers employed in connection with building operations, 1s. 10d. per hour.

Accommodation.

3. Each employer shall provide, where reasonably necessary, accommodation to the satisfaction of the Inspector of Awards to enable the labourers to change their clothes and have their meals, and he shall also provide proper sanitary accommodation for them.

Payment of Wages.

4. Wages shall be paid weekly. If any worker is required to go to his employer's office to receive his wages he shall do so in his employer's time. If a worker is dismissed he shall be paid his wages within thirty minutes after his dismissal.

CONDITIONS RELATING TO LABOURERS EMPLOYED BY CONTRACTORS.

Hours of Work.

5. (a.) A week's work shall not exceed forty-seven hours. The working-hours shall not exceed eight hours and a half on each of five days of the week, and shall not exceed four hours and a half on Saturday.

(b.) Work shall commence not earlier than 7.30 a.m. and cease at 5 p.m., and one hour, or a shorter period by mutual agreement between the employer and the worker, shall be allowed for dinner on each day except Saturday, when work shall cease at noon. Notwithstanding this provision an employer may work shifts at ordinary rates at other than the hours specified herein.

(c.) In tunnel-work the hours shall not exceed eight hours per day, with half an hour for crib-time. A tunnel must be 20 ft. or more in length between shafts, or must be timbered, before it can be treated as a tunnel for the purposes of this clause.

(d.) 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" in a tunnel shall mean a place where the workers are standing in water 2 in. or over in depth, or where water is dripping on them, and workers engaged in such work shall be paid 1s. per day extra.

(e.) Where workers are working in wet places other than in a tunnel they shall be paid 1s. per day extra. For the purposes of this clause a "wet place" shall mean a place where workers are standing in water 2 in. or more in depth, and in such cases eight hours shall constitute a day's work.

(f.) All shifts shall cease work not later than 8 p.m. on Saturday.

(g.) Where it is necessary to prepare material for work before the ordinary hours of commencing work the employer may employ workers to do such necessary work at the ordinary rate of pay for not more than half an hour before the ordinary time for commencing work.

Rates of Wages.

6. The following shall be the minimum rates of wages to be paid to the several classes of workers hereinafter specified, that is to say:—

(a.) Labourers employed in tunnels, 2s. per hour.

(b.) Labourers employed in trenches of a depth of 6 ft. or over, 1s. 11d. per hour.

(c.) Labourers employed in concrete-work, pick-and-shovel work, sewer-work, kerbing and channelling work, laying and cleaning drains, asphalt and tar work, and all other work of the same kind, 1s. 10d. per hour.

Payment of Wages.

7. Wages shall be paid weekly or fortnightly, as may be agreed. If any worker is required to go to his employer's office to receive his wages he shall do so in the employer's time. If a worker is dismissed he shall be paid his wages within thirty minutes after his dismissal.

Accommodation.

8. Each employer shall provide, where reasonably necessary, accommodation to the satisfaction of the Inspector of Awards to enable the labourers to change their clothes and have their meals, and he shall also provide proper sanitary accommodation for them.

CONDITIONS RELATING TO ALL CLASSES OF LABOURERS AFFECTED BY THIS AWARD.

Overtime and Holidays.

9. (a.) All time worked beyond the hours hereinbefore prescribed shall be paid for at the rate of time and a half for the first three hours, and thereafter double time until the ordinary time for commencing work next morning, if worked continuously.

(b.) Double time shall be paid for all work done on New Year's Day, Easter Monday, Labour Day, Boxing Day, Sovereign's Birthday, Christmas Day, Good Friday, and Sunday.

(c.) If any of these holidays shall be generally observed on any other day the provisions of this award shall apply to such other day.

Employment of Youths.

10. (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	10	0
Up to eighteen years of age	..	..	1	17	6
Up to nineteen years of age	..	..	2	5	0
Up to twenty years of age	..	..	2	12	0

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

(c.) Youths under twenty years of age shall not be permitted to be shot-firers.

Tools.

11. All tools shall be provided by the employer.

Suburban Work.

12. Work done elsewhere than at the shop of the employer, and over one mile and a half from the chief post-office in Dunedin, or from the chief post-office in any other town, shall be considered suburban work, and workers employed thereon shall either proceed to and from such work, or they shall be conveyed to and from such work at the expense of the employer, as the employer shall determine. Time reasonably occupied by the workers in travelling, or time occupied in conveying the workers to and from such work beyond the one-and-a-half-miles radius before mentioned, shall be allowed and paid for by the employer. No worker residing less than one and a half miles from the place where the work is to be performed by the nearest convenient mode of access for foot-passengers shall be entitled to the allowance mentioned in this clause.

Country Work.

13. (a.) "Country work" means work done by a labourer which makes it necessary for him to sleep away from home.

(b.) Any labourer 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 the 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 labourer shall be paid more than an ordinary day's wage for any day occupied by him in travelling, although the hours occupied may exceed eight, unless he is on the same day occupied in working for his employer: Provided that any labourer who is called upon to travel more than four hours on a Saturday shall be paid for eight hours.

(d.) Labourers employed upon country work shall be paid an additional sum of 5s. per day for six days in the 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 be paid.

Termination of Employment.

14. One hour's notice shall be given of the intended termination of a worker's employment.

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 this 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.

Scope of Award.

17. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award.

18. This award in so far as it relates to wages shall be deemed to have come into force on the 27th day of November, 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 27th 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 10th day of December, 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.