

(8177.) NORTHERN INDUSTRIAL DISTRICT (EXCEPT AUCKLAND
TEN-MILES RADIUS) LOCAL BODIES' LABOURERS.—AWARD.

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 the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Cambridge Borough Council, Cambridge.
Coromandel Harbour Board, Coromandel.
Dargaville Borough Council, Dargaville.
Hamilton Borough Council, Hamilton.
Kawhia Harbour Board, Kawhia.
Mangawai Harbour Board, Mangawai.
Opotiki Borough Council, Opotiki.
Paeroa Borough Council, Paeroa.
Pukekohe Borough Council, Pukekohe.
Rotorua Borough Council, Rotorua.
Taumarunui Borough Council, Taumarunui.
Tauranga Borough Council, Tauranga.
Te Aroha Borough Council, Te Aroha.
Te Kuiti Borough Council, Te Kuiti.
Thames Borough Council, Thames.
Thames Harbour Board, Thames.
Wairoa Harbour Board, Wairoa.
Whakatane Borough Council, Whakatane.

Whakatane Harbour Board, Whakatane.
 Whangarei Borough Council, Whangarei.
 Whangarei Harbour Board, Whangarei.
 Whangateau Harbour Board, Omaha.

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 31st day of March, 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 24th day of April, 1925.

[L.S.]

F. V. FRAZIER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) For workers employed by Borough Councils the hours of work shall be forty-eight per week, eight and a half hours of which shall be worked on five days of the week and five and a half hours on the day which is observed as the half-holiday.

(b.) For workers employed by Harbour Boards the hours of work shall be forty-eight per week, which shall be arranged to meet the exigencies of the work required to be done.

(c.) In cases where the workers employed by local bodies are now working forty-seven hours and being paid for forty-eight hours this custom shall continue.

(d.) Where the work required to be done is continuous and is worked in shifts, seven shifts of not more than eight hours each may be worked in each week without payment of overtime.

Wages.

2. (a.) The following shall be the minimum rates of wages:—

	Per Hour.
	s. d.
Quarrymen	1 10
Pipelayers	1 10
Rock-drill men (popper and machine drills), shot-firers	2 0
Tool-sharpeners	2 0
Casual labourers	1 10
Men working in shafts or trenches 6 ft. deep or in tunnels	1 11
Yardmen	1 10
Sanitary carters, 17s. 4d. per shift.	
Gas stokers, 15s. 4d. per shift.	
Sanitary-drain layers, 1s. 11½d. per hour.	
Permanent hands, £4 8s. per week.	

Permanent drivers: The wages of permanent drivers shall be the same as those payable to drivers under any award or agreement for the time being in force made between the employers and the general Drivers' Union.

(b.) A "sanitary drain" shall be deemed to be a drain used for sewerage and not for storm-water.

(c.) A "drive" shall be deemed to be a tunnel for the purpose of this award when it exceeds half a chain in length from its commencement.

(d.) "Permanent hands" in receipt of not less than £4 8s. per week shall be permitted to do any work required to be done by the local body employing them.

(e.) A "permanent hand" shall be deemed to be a worker who is employed by the week, and whose employment shall be terminable by a week's notice on either side.

(f.) All workers now receiving a higher rate of pay than herein provided shall not have their wages reduced while in their present employment.

Travelling-time.

3. (a.) Labourers employed by Borough Councils or Harbour Boards when required to commence work over two miles distant from a central

point in each district to be mutually agreed upon between the union and the employer shall proceed to and from such work or shall be conveyed to and from such work at the expense of the employer, as the employer shall determine.

(b.) Time reasonably occupied by workers in travelling or time occupied in conveying the workers to and from such work beyond the two-miles radius before mentioned shall be allowed and paid for by the employer at ordinary rates.

(c.) No worker residing less than two 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.

Wet Places.

4. In boroughs six hours shall constitute a day's 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 workers are standing in water 3 in. or more in depth, or where water other than rain 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 to be a wet place.

Overtime.

5. Overtime for workers employed by Borough Councils and Harbour Boards shall be time and a half for the first four hours and double time thereafter.

Holidays.

6. (a.) The recognized holidays shall be Sundays, New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and another day to be arranged between the local body and its workers; and no deduction shall be made from the wages in respect of such holidays: Provided that casual hands are not entitled to any pay for such holidays until after three months' continuous service.

(b.) Permanent hands and casual workers of more than three months' service required to work on any of the above-mentioned holidays shall be entitled to receive payment at the ordinary rates in addition to the holiday pay.

(c.) Casual hands of less than three months' service required to work on Sundays, Christmas Day, or Good Friday shall be paid at the rate of double time, and on the other holidays above mentioned they shall be paid at the rate of time and a half, such payment to be made only for the actual time worked.

(d.) The Thames Borough Council is exempted from the provisions of this clause so far as water-races are concerned, provided that the present rates of pay and conditions are maintained.

(c.) It shall be competent for any worker to arrange with his employer that in lieu of observing the above-mentioned holidays as they fall due such holidays may be allowed to accumulate and may be taken at such times as may be mutually arranged.

Tools.

7. Where necessary all tools shall be supplied by the employer.

Preference.

8. (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 9d. per week.

(c.) On application by the union the employers shall furnish the union with a list of the workers in their employ covered by this award.

Under-rate Workers.

9. (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.

Accommodation.

10. In boroughs where reasonably necessary the employers shall provide accommodation to enable workers to change and dry their clothes and have their meals.

Accidents.

11. A modern first-aid emergency kit shall be kept by the employer in a convenient and accessible place in every place where the Inspector of Awards shall deem necessary.

Payment of Wages.

12. Wages shall be paid either weekly, fortnightly, or monthly, as may be arranged between employer and worker.

Youths.

13. When youths are employed for more than one week at a lower wage than that prescribed by clause 2 hereof, the wages to be paid shall be agreed upon in writing by the employer concerned and the president or secretary of the union, and such agreed rate shall be paid from the date of engagement.

Workers' Representative.

14. The workers' representative shall have the right of entry outside of working-hours to all jobs to which the employer can lawfully give such right, after due notice has been given to the employer or his representative.

Matters not provided for.

15. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Scope of Award.

16. This award shall apply to the parties named herein and to any other Borough Council or Harbour Board that may hereafter be added to the award by the Court.

Term of Award.

17. This award in so far as it relates to wages shall be deemed to have come into force on the 1st day of April, 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 31st day of March, 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 24th day of April, 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.