

**(10556.) POVERTY BAY BUILDERS', CONTRACTORS', AND GENERAL LABOURERS AND QUARRY WORKERS.—AWARD.**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Gisborne Builders and Contractors' Industrial Union of Employers and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

*Gisborne.*

Aicken and Son, Ltd., Timber-merchants, Carnarvon Street  
 Aicken, George, Builder, Carnarvon Street  
 Allan, J. S., and Co., Ltd., Plumbers, Derby Street  
 Campbell and Hall, Plumbers, Carnarvon Street  
 Cave Bros., Timber-merchants, Gladstone Road  
 Clay, R., Whataupoko  
 Dittmer, F., Contractor  
 Cuff, L. M., Builder, Richardsons Avenue  
 Gisborne Sheep-farmers' Frozen Meat and Mercantile Co., Ltd.  
 Gisborne Brickworks, Ltd., Kaiti  
 Gisborne Gas Co., Ltd.  
 Goodman, F., Contractor  
 Haisman, T., Builder  
 Hall and Sons, F., Plumbers  
 Heeney and Warren, Builders  
 Hopkinson, H., Upper Childers Road  
 Horne and Martin, Lyndhurst Street  
 Henderson, Gordon, Esplanade  
 Kirk, A., Builder, Gladstone Road  
 Kane and Griffen, Plasterers, Grey Street  
 Malone, J., Puha  
 Morgan, J., Mangapapa  
 Moss and Son, Plumbers, Gladstone Road  
 Olding and Holmes, Plumbers, Gisborne  
 Skeet, C. R., and Co., Ltd., Timber-merchants, Gladstone Road  
 Smith, George, Builder, Gladstone Road  
 Sheen and Stevens, Gladstone Road  
 Shorter and McLatchie  
 Taylor, H. B., Builder, Rua Street, Mangapapa  
 Webb, A. T., Builder, Clifford Street  
 Webb, James, 57 Harris Street  
 Webster and Craill, Builders  
 Wyles, H., Builder, Disraeli Street  
 Gisborne Harbour Board

*Tolaga Bay.*

Colley, John

*Tokomaru Bay.*

McKay, K.

Thompson, F.

*Tikitiki.*

Wills, Richard

and

The Poverty Bay and East Coast Builders', Contractors', and General Labourers' Industrial Union of Workers (hereinafter called "the union").

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 13th day of November, 1933, and shall continue in force until the 13th day of November, 1934, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 2nd day of November, 1933.

[L.S.]

F. V. FRAZER, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. (a) Except where otherwise specified, the week's work shall not exceed forty-four 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 Saturdays, 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 in tunnel 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 over the boot-tops or where water is dripping on them.

(e) 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 shall apply to all workers coming within the scope of this award.

(f) The Gisborne Harbour Board, in respect of Harbour construction or emergency work, shall be at liberty to vary the starting-time of its workers to meet tidal conditions on payment of 1s. per day in addition to the ordinary wages, and overtime shall in such case be payable only in respect of any time by which the regular number of hours of work for the day is exceeded. This provision shall not authorize shifts being broken without payment of overtime rates.

#### *Rates of Wages.*

2. General labourers: The following shall be the minimum rates of wages respectively for the several classes of work herein specified:—

Tunnel-work: Tunnel men and timber men, 1s. 10½d. per hour.  
"Tunnel-work" shall be deemed to mean any underground excavation that is over a chain in length or that requires timbering overhead.

Quarry-work: Certified men using explosives, 1s. 9d. per hour.

All other workers employed in or about a quarry, 1s. 7½d. per hour.

General labourers: General workers working underground or employed at concrete work, pick-and-shovel work, sewer work, kerbing and channelling work, laying and cleaning drains, and labourers not otherwise specified, 1s. 7½d. per hour.

Asphalt and tar workers, 1s. 8½d. per hour.

#### *Payment of Wages.*

3. (a) Wages shall be paid weekly and within fifteen minutes of ceasing work on the regular pay-day. This clause shall not apply to country work.

(b) If any worker is discharged or leaves his employment with the consent of the employer before the end of the week, he shall be paid within one hour after such discharge or leaving whatever wages are due to him for the actual time worked.

*Overtime and Holidays.*

4. (a) All work done in excess of the daily hours fixed in clause 1 of this award shall count as overtime, and shall be paid for at the rate of time and a quarter for the first four hours and time and a half thereafter.

(b) Workers required to commence work between the hours of 6 a.m. and the ordinary time for commencing work shall be paid at the rate of time and a half for such time.

(c) For work done on Sundays, Anzac Day, Good Friday, or Christmas Day, double rate shall be paid, and on Boxing Day, New Year's Day, Easter Saturday, Easter Monday, and Labour Day time-and-a-half rate shall be paid.

(d) No worker shall be required to work more than five hours without an interval for a meal.

(e) Nothing in this award shall prevent a worker agreeing with his employer to make up time lost through wet weather, each week to stand by itself. Payment therefor shall be made at the rate prescribed in clause 2 for the class of work required to be done, excepting that no such time shall be worked after one o'clock p.m. on Saturdays.

*Suburban Work.*

5. (a) "Suburban work" in the case of employers carrying on business in the town of Gisborne means work performed outside a radius of two miles and a half from the Chief Post-office, Gisborne, but which does not come within the definition of "country work"; and in the case of other employers coming within the scope of this award means work performed outside a radius of two miles and a half from the employer's place of business, but which does not come within the definition of "country work."

(b) 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 the two-and-a-half-mile limit provided in sub-clause (a) hereof, the employers shall either pay the workers for the time occupied by them in travelling at the rate of three miles an hour by the nearest road used by foot passengers to and from such work in excess of the two and a half miles, or they shall be conveyed going to and returning from such work each day at the expense of the employer.

(c) No worker who resides within two and a half miles by a road for foot passengers of the place where the work is to be performed shall be entitled to any of the allowances mentioned in subclause (b) hereof.

*Country Work.*

6. (a) "Country work" shall be deemed to mean work at which a worker is required to sleep away from home.

(b) Any worker employed on 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 the 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 ordinary rates, but no worker shall be paid more than an ordinary day's wages 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, 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.

(f) The foregoing shall not restrict the right of any employer to employ any worker who applies on a country job for work thereon, without making any payment in respect of fares, travelling-time, or board and lodgings, except that in the event of there not being suitable accommodation available within two and a half miles radius of the job the employer shall provide suitable accommodation for all employees.

#### *Accommodation.*

7. Each employer shall provide accommodation to the satisfaction of the Inspector of Awards to enable labourers to change their clothes and have their meals; and he shall also provide proper sanitary accommodation for such labourers; and facilities shall be afforded for boiling water at meal-times.

#### *Tools.*

8. All tools shall be supplied by the employer.

#### *Wet Places.*

9. Gum boots shall be supplied by the employer at the request of the workers when the latter are working in water over 2 in. in depth.

#### *Wet Weather.*

10. Men ordered to stand by during wet weather shall be paid for the time they are standing by.

*Accidents.*

11. A modern first-aid emergency case, fully equipped, shall be kept by the employer in a convenient and accessible position in every place where the Inspector of Awards shall deem it necessary.

*Employment of Youths.*

12. (a) Youths may be employed at not less than the following rates of wages :—

			Per Week.		
			£	s.	d.
Up to seventeen years of age	..	..	0	15	0
Up to eighteen years of age	..	..	1	5	0
Up to nineteen years of age	..	..	1	15	0
Up to twenty years of age	..	..	2	10	0

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

*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 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.

*Under-rate Workers.*

14. (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.

*Exemptions.*

15. All freezing companies mentioned as parties to this award are exempt from its provisions so far as any work carried on by such companies is performed by the permanent hands employed by them; but any labouring work covered by this award and performed by the ordinary casual worker shall be carried on subject to the provisions and in accordance with the terms and conditions of this award.

*Disputes.*

16. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed

by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

*Scope of Award.*

17. This award shall apply only to employers who carry on business in the Poverty Bay portion of the Northern Industrial District.

*Term of Award.*

18. This award shall come into force on the 13th day of November, 1933, and shall continue in force until the 13th day of November, 1934.

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 2nd day of November, 1933.

[L.S.]

\_\_\_\_\_  
F. V. FRAZER, Judge.

MEMORANDUM.

This dispute was heard by a Conciliation Council in Gisborne on 27th September, 1933, and a recommendation was made to the Court for the settlement of the dispute. The recommendation was complete, except for the under-rate workers' clause, as to which it was stated that the Court's usual clause would be acceptable to the parties. The substantial question for the Court was whether the Cook and Waikohu County Councils should be included in the list of parties. The citation, which was issued on the application of the employers, did not include their names, and they were not served with copies, nor did the respondent union serve them with notice, of an application to join them as parties. A reference to special conditions for county employees, contained in the schedules of claims and counter-proposals, does not affect the position of the two County Councils, for they were neither cited, nor were they given notice of the application to join them as parties to the dispute. They are therefore in no way parties to the proceedings, and must be struck out.

At the meeting of the Conciliation Council it was agreed by the assessors that the Court should be requested to make its award without the formality of a hearing in the Northern Industrial District, and a memorandum of that agreement was forwarded by the Conciliation Commissioner to the Court. The Court duly notified the Secretary of the respondent union and the employers' agent that it would deal with the matter in Wellington on 28th October, 1933. The employers generally, the two County Councils, and the union of workers were all represented before the Court when the dispute was called. The advocate for the respondent union, who is also its secretary, applied



for an adjournment on the ground that, while he had consented to the hearing of the dispute in Wellington, he had not obtained a formal ratification from the union. The application for an adjournment was opposed by the other parties.

The practice of the Court is to hear a dispute in the district from which it emanates unless a request is made to hear it elsewhere, as is sometimes the case when a practically complete recommendation has been arrived at by the Conciliation Council. The Court will then hear the dispute at any convenient place, subject to the consent of the parties thereto. The Court always notifies the parties or their agents to that effect. The union's advocate and assessors concurred in the request made in the present case, and the Court notified to the secretary of the union its willingness to deal with the matter as requested. The union, according to its advocate's statement, had not ratified the request made by its representatives, but it is not stated that it had disagreed with it, though ample notice had been given of the date and place of hearing. In the circumstances, no formal ratification was required. If the union had had a meeting, and had formally notified the Court that it disagreed with the request made on its behalf, the Court would have held the matter over until it visited Gisborne, but a mere omission to ratify something which needed no ratification is in a different category altogether. The Court can see no reason to delay the making of the award. None of the terms of the recommendations were dissented from, and the sole matter in dispute was the joinder of the two County Councils. The award has accordingly been made, and it is open to the union to apply later, if it wishes to do so, for the adding of the County Councils as parties.

F. V. FRAZER, Judge.