

NAPIER HARBOUR BOARD **CONSTRUCTION AND OTHER  
LABOURERS.**—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, 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 Board (hereinafter called "the employers") :—

Napier Harbour Board, Napier.

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 April, 1940, 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 duly appointed delegate of the Court hath hereunto set his hand, this 14th day of August, 1939.

J. A. GILMOUR, Stipendiary Magistrate,  
Acting as a duly appointed delegate  
of the Court of Arbitration.

[L.S.]

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SCHEDULE.

*Hours of Work.*

1. (a) Except where otherwise provided, forty hours shall constitute a week's work, to be worked on five days of eight hours each between the hours of 7.30 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

(b) One hour shall be allowed for lunch each day, but the employer may agree with his workers to allow not less than half an hour for lunch.

(c) No worker shall be employed continuously for more than four and three-quarter hours in the morning or five hours in the afternoon without a stoppage for a meal.

(d) When any special emergency arises, the employer may vary the starting-time of his workers.

(e) To provide a measure of elasticity, where subclause (a) hereof is impracticable because of climatic or tidal conditions, one hour extra may, by mutual agreement, be worked each day on any of the five days from Monday to Friday inclusive. Where lost time occurs on a Friday, it may be made up not later than 5 p.m. on the following Thursday.

#### *Rates of Pay.*

2. The following shall be the minimum rates of wages payable:—

	Per Hour.
	s.    d.
(a) Labourers .. .. .	2    4½
When employed—	Per Hour
(i) Handling concrete (including barrowmen on pile-making) ..	0    0½
(ii) In charge of concrete-mixer; in charge of steel-cutting, fabricating and/or cleaning steel; using tar or bitumen; on dirty work; as, and classified as, boatman and/or launchman; operating air-drill; stripping boxing from under-structure of wharves under construction; as regular pile-frame workers after having worked on this job for not less than two weeks .. .. .	0    1
(iii) In charge of Winget Weighbatch mixer; in wet places; as leading hand in charge other than specified elsewhere in this clause	0    1½
(iv) Using explosives .. .. .	0    2
(v) Rope-splicing .. .. .	0    2½
(vi) Working petrol vibrators .. .. .	0    3

(b) Bagging, loading, or unloading cement or coal and feeding cement into mixer shall be classed as dirty work.

(c) A wet place shall mean a place where a worker has to stand in not less than 2 in. of water or where water other than rain is dripping on him, except that where a man is working in water less than 1 ft. in depth and is supplied with gum boots the place shall not be deemed to be a wet place.

(d) Work inside furnaces where heat exceeds 110 degrees Fahrenheit shall be paid for at double time rates, and when done outside of ordinary working-hours or on Sundays and holidays at treble time rates.

(e) Men employed in sinking shafts, sumps, pier holes, or working in trenches over 6 ft. in depth shall be paid not less than the following extra rates:—

	Per Hour Extra.	
	s.	d.
Over 6 ft. and up to and inclusive of 12 ft.	0	2
Over 12 ft. and up to and inclusive of 20 ft.	0	3
Over 20 ft., the last-mentioned rate plus 1d. per hour additional for every 10 ft. over 20 ft.		

#### *Payment of Wages.*

3. (a) Wages shall be paid weekly prior to or immediately on ceasing work on the regular pay-day.

(b) Any worker discharged before the end of the week shall, within one hour after such discharge, be paid whatever may be due to him for time worked.

(c) If a worker has to wait under clause 3 (b) for more than one hour, he shall be paid time and a half for the waiting-time over one hour.

(d) On suburban work, wages shall be paid as agreed between the employer and the workers concerned in such work.

#### *Overtime and Holidays.*

4. (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) Work done on Sunday, New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day shall be paid for at double time rates.

(c) Workers whose service has been continuous and in excess of two months shall receive and be paid for such of the following statutory holidays as fall, or as may be generally observed, on ordinary working-days, Monday to Friday inclusive—namely, New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day: Provided that any worker who fails, except through illness, to resume work immediately following a statutory holiday shall not receive payment for such holiday.

(d) Any statutory holiday observed on a day other than that on which it falls shall be the holiday under this award.

(e) Any work done on any of the above days or on Sundays shall be paid for at double time rates.

(f) For the purpose of calculating overtime, each day shall stand by itself.

*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 Port Ahuriri Post-office or the chief or principal post-office in any of the towns covered by this award 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 employer, but workers 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 not be entitled to the allowance mentioned in this clause. All such time shall be paid for at the rate of three miles per hour walked.

*Accommodation.*

6. The employer shall provide accommodation to the satisfaction of the Inspector of Awards to enable workers to change their clothes and have their meals. The employer shall also provide sanitary accommodation for workers, and shall make available drinking-water.

*Tools and Equipment.*

7. All tools and equipment shall be supplied by the employer.

*Shift-work.*

8. Notwithstanding anything to the contrary in this award, shifts of eight hours per day may be worked at ordinary time plus a special payment of 2s. per worker per shift: Provided, however, that workers shall be allowed one half-hour crib-time within each shift without deduction of pay.

*Right of Entry to Jobs.*

9. With intent to secure effective operation of this award in accordance with section 19 of the Industrial Conciliation and Arbitration Amendment Act, 1936, the union's representatives shall be allowed access to all jobs covered by this award, but not so as to interfere unreasonably with the employer's business.

*First-aid Outfits.*

10. Where more than two workers are employed, first-aid outfits, easily accessible, shall be provided for all jobs.

*Matters not provided for.*

11. Any dispute in connection with any matter not provided for in this award shall be settled between the employer and the president or secretary of the union, and in default of any agreement being arrived at the matter shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation 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.

*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 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 wages, to examine the permit or agreement by which such wage is fixed.

*Workers to be Members of Union.*

13. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) It shall be incumbent on the secretary of the union to notify the employer in writing should any worker cease to be a member of the union.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Scope of Award.*

14. This award shall extend to and be binding only on the parties named herein, or other parties who may subsequently be joined on the appropriate application being made, and shall be limited in operation to employers carrying on business within the limits of the Napier Harbour district.

*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 April, 1939, 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 April, 1940.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the duly appointed delegate of the Court hath hereunto set his hand, this 14th day of August, 1939.

J. A. GILMOUR, Stipendiary Magistrate,  
[L.S.] Acting as a duly appointed delegate  
of the Court of Arbitration.

## MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

J. A. GILMOUR, Stipendiary Magistrate.

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