

(1040.) AUCKLAND QUARRY AND SCORIA-PIT EMPLOYEES. —
AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1905,” and its amendments, and in the matter of an industrial dispute between the Auckland Quarry and Scoria-pit Employees’ Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”) :—

Auckland City Council, Auckland.
Auckland Tramway Company (Limited), Auckland.
Brewin, P., Khyber Pass.
Bryant, P., Auckland.
Clough Bros., Papatoitoi.
Craig Bros., Pukekohe.
Craig, J. J., Auckland.
Devonport Borough Council.
Drury Road Board.
Duder Bros., Devonport.
Drum, E., Kingsland.
Davis, Richard, Devonport.
Eden Terrace Road Board.
Epsom Road Board.
Faughey and Co., Auckland.
Graham, Robert, Ponsonby.
Henry, W., Auckland.
Hill and Co., Epsom.
Higgins, Olson, and Wolley, Epsom.
Hutchinson, Robert, Mount Eden.
Hill, J., Birkenhead.
Irwin, J., Mount Albert.
Knight, G., Mount Albert.
Kinloch, —, Three Kings.

Lovett, W., Ponsonby.
 Larkins, J., Arch Hill.
 Loos, H., Mount Albert.
 Lanigan, P., Grey Lynn.
 Mount Eden Road Board.
 Mount Roskill Road Board.
 Mount Wellington Road Board.
 Mount Albert Road Board.
 Mangere Road Board.
 Moody, James, Ponsonby.
 Mag and Gordon, Mount Roskill.
 McEleny and Bailey, Pukekohe.
 Newmarket Borough Council.
 Onehunga Borough Council.
 One-Tree Hill Road Board.
 Patterson and Co., North Shore.
 Pascoe, E., Auckland.
 Pukekohe West Road Board.
 Peach, J., Remuera.
 Paterson, W., Devonport.
 Remuera Road Board.
 Stainton, Levi, Mount Eden.
 Smith, Eden, Mount Eden.
 Tamaki West Road Board.
 Trays Bros., Prospect Terrace, Auckland.
 Wilson, E., and Co., Mount Eden.
 Wolley, J., Mount Eden.
 Wolley, F., Mount Eden.
 Winstone, W. and G., Auckland.
 Williams, J., Avondale.
 Waitemata County 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, and having from time to time until the date hereof duly extended the time for making this award, 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 4th day of June, 1906, and shall continue in force until the 4th day of June, 1908.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 1st day of June, 1906.

FREDK. R. CHAPMAN, President.

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THE SCHEDULE.

Hours.

1. The week's work shall not exceed forty-eight hours, and shall be fixed by each employer to suit his particular business, but shall not exceed eight and a half on five days in the week and five and a half on Saturdays.

Holidays.

2. The following shall be the recognised holidays: 1st January, Good Friday, Easter Monday, Anniversary Day, Prince of Wales's Birthday, Labour Day, King's Birthday, Christmas Day, and Boxing Day.

Work done on Good Friday, Christmas Day, or any Sunday shall be paid for at the rate of double time. Work done on all other holidays enumerated shall be paid for at the rate of time and a half.

Overtime.

3. Ordinary overtime shall be paid for at the rate of time and a quarter for the first two hours and thereafter time and a half.

Wages.

4. The following shall be the minimum rate of wages paid: To quarrymen, spallers, feeders, truckers, and fillers, 11½d. per hour; to men engaged in getting out stone roughly squared to measurement, 1s. 1½d. per hour.

Payment of Wages.

5. All wages shall be paid fortnightly, or at any shorter period which the employer may desire, and not more than one day's wages shall be retained.

Local bodies shall be exempt from this clause.

Tools.

6. Employers shall find all tools.

Under-rate Workmen.

7. Any workman who considers himself incompetent to earn the minimum wages hereby prescribed may be paid such less wage as may from time to time be agreed upon in writing between the workman, his employer or proposed employer, and the secretary or president of the union, or, in default of such agreement, as may from time to time be fixed in writing by the Chairman of the Conciliation Board for this industrial district, upon twenty-four hours' notice in writing being first given by such workman to the secretary of the union, and such secretary, as well as the employer or proposed employer, if he shall so desire, shall be entitled to be heard by such Chairman upon such application.

Preference.

8. So long as the rules of the union shall permit any person of good character to become a member of the union upon payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so to continue upon payment of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, employers shall employ members of the union in preference to non-members, providing that there are members of the union equally competent with non-members to perform the work required to be done, and ready and willing to undertake it. This clause shall not apply to the employment of men engaged on the spot more than five miles from the Chief Post-office. This clause shall not compel employers to refuse to continue to employ persons now in their employment.

9. The union shall keep in some convenient place, within one mile from the Chief Post-office in the City of Auckland, a book to be called the "employment-book," wherein shall be entered the names and exact addresses of all the members of the union for the time being out of employment, with a description of the branch of the trade in which each member claims to be proficient, and the names, addresses, and occupations of every employer by whom each such member has been employed during the preceding two years. Immediately on such member obtaining employment a note thereof shall be entered in the book. The executive of the union shall use their best endeavours to verify

all the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall be in any particular wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used their best endeavours to verify the same. Such book shall be open to every employer without fee or charge at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on Saturday between the hours of 8 a.m. and 12 noon. If the union shall fail to keep the employment-book in manner provided by this clause, any employer may in such case and so long as such failure shall continue engage any person, whether a member of the union or not, to perform the work required to be done, notwithstanding the foregoing provisions.

10. Notice by advertisement in the *New Zealand Herald* and *Evening Star* newspapers, published in Auckland, shall be given by the union of any change in the place where such employment-book is kept.

11. Employers shall not discriminate against unionists in the engagement or dismissal of their men, nor in the conduct of their business do anything for the purpose of injuring the union, either directly or indirectly.

12. When members of the union and non-members are employed together they shall work in harmony, and under the same conditions, and shall receive equal pay for equal work.

Scope of Award.

13. This award shall extend to a radius of ten miles from the Chief Post-office at Auckland.

Limit of Award.

14. This award shall come into operation the 4th day of June, 1906, and shall remain in operation until the 4th day of June, 1908, and thereafter shall continue in force until superseded by another award or an industrial agreement.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 1st day of June, 1906.

FREDK. R. CHAPMAN, J., President.
