

(1914.) AUCKLAND BUILDERS', CONTRACTORS', AND GENERAL LABOURERS.—AWARD *RE* QUARRY AND SCORIA-PIT OWNERS.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1908,” and its amendment; and in the matter of an industrial dispute between the Auckland Builders', Contractors', and General Labourers' Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

The Auckland City Council, Auckland.

Messrs. J. J. Craig (Limited), Queen Street, Auckland.

Copperthwaite, T. W., Contractor, Mount Eden Road, Auckland.

The Morningside Quarries (Limited), (J. P. Wilson), Auckland.

Levett, W., Contractor, Pollen Street, Ponsonby, Auckland.

Pascoe, E., Khyber Pass, Auckland.

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 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 16th day of August, 1909, and shall continue in force until the 16th day of August, 1911.

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 27th day of July, 1909.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

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 hours on five days of the week, and five and a half hours on Saturdays.

Overtime.

2. All time worked beyond the hours herein prescribed shall be paid for as overtime, at the rate of time and a quarter for the first two hours and thereafter at the rate of time and a half.

Holidays.

3. Double time shall be paid for all work done on Sundays, Christmas Day, or Good Friday, and time and a half for all work done on New Year's Day, Easter Monday, Anniversary Day, Prince of Wales's Birthday, Labour Day, King's Birthday, or Boxing Day.

Rates of Wages.

4. (a.) Workers employed in quarries in getting out stone roughly squared to measurement shall be paid not less than 1s. 2d. per hour.

(b.) All other workers employed in any quarry or scoria-pit shall be paid not less than 1s. per hour.

Tools.

5. All tools shall be supplied by the employer.

Under-rate Workers.

6. 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 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 in 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 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.

7. So long as the rules of the union 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, provided 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 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.

Employment-book.

8. 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 members of the union for the time being out of employment, with a description of the particular class of work in which each such member claims to be proficient, and the names, addresses, and occupations of the employers by whom each such member has been employed during the preceding six months. Immediately upon such member obtaining employment a note thereof shall be entered in such 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 in any particular be 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 noon, or if kept at the office of the Inspector of Factories, then within office hours. 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.

Scope of Award.

9. This award shall apply only to the proprietors of quarries and scoria-pits within a radius of ten miles from the Chief Post-office in the City of Auckland.

Term of Award.

10. This award shall come into force on the 16th day of August, 1909, and shall continue in force until the 16th day of August, 1911.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 27th day of July, 1909

W. A. SIM, Judge.

MEMORANDUM.

The rate of wages fixed by this award for quarry-workers is that which was offered by the employers. It is less than that fixed by the Wellington country award (Book of Awards, Vol. ix, p. 630) for some of the workers affected. The Court was not justified in increasing the wages beyond the rate offered by the employers in view of the fact that with the present rate of wages the metal produced from the quarries costs 4s. per yard to produce and cannot be sold for more than 4s. per yard. The only reason why the proprietors continue to produce it is that they can make a profit out of the carting of the metal. In these circumstances any further increase of wages was not justified.

The rate of wages fixed by the award is an increase of $\frac{1}{2}$ d. per hour on that fixed by the last award (Book of Awards, Vol. vii, p. 197).

W. A. SIM, Judge.