
(2801.) DUNEDIN COAL-YARDS EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland 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 Otago General Labourers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Dunedin and Suburban General Carriers and Coal-merchants' Industrial Union of Employers, 116 Rattray Street, Dunedin.

The Green Island Coal-supply Company, 114 Rattray Street, Dunedin.

The Waronui Coal Company, 2 Vogel Street, Dunedin.

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 26th day of May, 1913, and shall continue in force until the 26th day of May, 1915.

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 16th day of May, 1913.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

1. Forty-eight hours shall constitute a week's work, and shall be worked in accordance with the exigencies of the employer's business between the hours of 7 a.m. and 5.30 p.m. on five days of the week, and between 7 a.m. and 12 noon on the day of the weekly half-holiday.

Overtime.

2. All time worked beyond the hours mentioned in clause 1 hereof, or in excess of nine hours in any one day, shall be paid for at the rate of 1s. 4d. per hour.

Holidays.

3. (a.) The following holidays shall be observed: New Year's Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b.) When any of these holidays is generally observed on any other day such other day shall be deemed to be the holiday for the purposes of this award.

Wages.

4. (a.) The minimum wage for permanent workers shall be £2 10s. per week, and for casual workers 1s. 2d. per hour.

(b.) No deduction shall be made from the wages of permanent workers except for time lost through the worker's sickness or default. A "casual worker" shall mean a worker who is employed for less than six consecutive days.

Piecework.

5. No piecework shall be allowed to any worker or body of workers unless the earnings are not less than the minimum wage fixed by the award.

Casuals.

6. (a.) All casual labourers shall be paid for all time for which they are ordered to stand by on the work.

(b.) When a casual worker is not told on the previous day that his services are not required, and he arrives at the place of work at 8 o'clock, he shall be allowed one hour.

Payment of Wages.

7. Wages, including overtime, shall be paid weekly or fortnightly, or on completion of the work in the case of a casual worker.

Preference.

8. (a.) In the event of any employer hereafter engaging any worker who shall not be a member of the union, and who within fourteen days after his engagement shall not become and remain a member of the union, 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 who is equally qualified with the non-member to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate if and only so long as the rules of the union shall permit any person of good character and sober habits who is employed as a coal-yard worker to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and so to continue upon payment of subsequent contributions not exceeding 6d. per week.

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 such 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 person in so fixing such wage shall have regard to such worker's capability, his past earnings, and such other circumstances as such Inspector or 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 remain 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 any 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.

Limitation of Award.

10. Nothing in this award shall apply to drivers filling in time as provided by clause 7 of the Drivers' award.

Scope of Award.

11. The operation of this award is limited to the area lying within a radius of ten miles from the Chief Post-office in the City of Dunedin.

Term of Award.

12. This award shall come into force on the 26th day of May, 1913, and shall continue in force until the 26th day of May, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 16th day of May, 1913.

W. A. SIM, Judge.

MEMORANDUM.

The Council of Conciliation in this case did not make any recommendation, and the Court is responsible for all the provisions contained in the award.

The union asked to have the wages of permanent workers fixed at £3 per week, and of casuals at 1s. 6d. per hour. The employers offered £2 5s. per week for permanent workers. The Court has fixed the wages at £2 10s. per week and 1s. 2d. per hour respectively.

W. A. SIM, Judge.
