

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(4242.) AUCKLAND GENERAL LABOURERS (*RE* COAL, LIME, SAND, AND CEMENT WORKERS).—AWARD.

In the Court of Arbitration of New Zealand, Northern 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 Auckland General Labourers' (Coal, Lime, and Cement Workers' Section) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Coal, Lime, and Cement Merchants.

- Adams, J., Cornwall Park Avenue, Epsom.
 Andrew and Andrew, Otahuhu.
 Andrew, J. W., Eden Terrace.
 Appleton, R., St. Heliers Bay.
 Astrella, W., 87 Lincoln Street, Ponsonby.
 Bailey, G., New Edendale Road.
 Bain, M. T., Ellerslie.
 Bates, G. D., Calliope Road, Devonport.
 Beaton, F. G., St. George's Bay Road, Parnell.
 Beaver, J., Newmarket.
 Binstead, H. and J., Avondale.
 Bishop, V., Seccombe's Road, Newmarket.
 Black, J., Balmoral Road, Edendale.
 Blake, C. G., St. Heliers Bay.
 Bloomfield, F. W., Howick.
 Boone, E. G., Manukau Road, Epsom.
 Bramton, E., Charlotte Street, Eden.
 Bray, H., and Co., Onehunga.
 Bridge, C. H., Green Lane Road, Remuera.
 Bridson, W., Peary Road, Edendale.
 Brown, J. H., Manukau Road, Parnell.
 Bryant, P., Customs Street.
 Burns, H., Dunbar Road, Mount Eden.
 Canham, H. S., Symonds Street.
 Carpenter, J. H. M. (Limited), Newmarket.
 Carron, H., Karangahape Road.
 Carter, C. A., Ardmore Road, Ponsonby.
 Carter, G., Ireland Street, Ponsonby.
 Caulton, Captain S. C., St. Heliers Bay.
 Chapman, C., Franklin Road.
 Chapman, H. C., Brixton Road, Mount Eden.
 Chevis, J., Market Road, Epsom.
 Clark, E., care of J. J. Craig (Limited), Victoria Avenue,
 Eden Crescent.

Clark, G., 21 Brown Street, Ponsonby.
 Clarke, James, Kingsland.
 Clayton Bros., Prospect Terrace, Mount Eden.
 Cleal, C. A., Ponsonby Road.
 Cleal, E., Surrey Crescent, Grey Lynn.
 Coldicutt, C. G., Onehunga
 Collier, C. D., Ponsonby.
 Collins, R., Edendale.
 Collins, V., and Carson, The Drive, Epsom.
 Colquitt, J., 61 Clarence Street, Ponsonby.
 Coppins, A. J., Manukau Road, Epsom.
 Copsey, E., Avondale.
 Craig, J. J. (Limited), Queen Street.
 Crozier, J. N., North Shore.
 Cunningham and Co., Onehunga.
 Cuthbert, W. J., Kingsland.
 Cutts Bros., Jervois Road.
 Dawson, A. A., Great North Road.
 Deighton, J., Upper Pitt Street.
 Dempsey, J., Newmarket.
 Drew, A., 68 McKelvie Street, Ponsonby.
 Duder Bros., Devonport.
 Dyer, E., New Lynn.
 Edwards, A., Point Chevalier.
 Exton, R. W., New North Road.
 Fenton, H. C., Mount Eden Road.
 Field, G., Summer Street, Ponsonby.
 Filmer, J., Church Street, Onehunga.
 Findlay, J. A., Great North Road.
 Forsyth, W., Burch Street, Mount Albert.
 Franklin, E. M., Lorne Street, City.
 French, S. J., and Sons, King Street, Newmarket.
 Gardner, J., Great South Road, Ellerslie.
 George, J., Waitakere.
 Grace, James, Sale Street.
 Graham, R. W., Lake Takapuna.
 Gregory Bros., 101 Wellington Street.
 Gregory, J., Balmoral Road, Mount Eden.
 Guy and Cutler, Remuera Road.
 Hall, J., Otahuhu.
 Handcock, G. and W., Manukau Road, Parnell.
 Harris, J., Reimer's Avenue, Kingsland.
 Hawkins, P. J., Home Street, Arch Hill.
 Hedley, H., Manukau Road, Onehunga.
 Hedley, J., Mount Eden Road.
 Henderson and Co., Devonport.
 Higgins, A., Manukau Road, Epsom.
 Hill, J., Jason Avenue, Edendale.
 Hobson, W. J., John Street, Mount Riskill.

Hodgson, Mrs. E., Strand Road, Parnell.
 Holbro and Hood, Panmure.
 Hooker, S., Anglesia Street, Te Papa.
 Howard, J., Norfolk Street, Ponsonby.
 Howell and Son, Green Lane Road.
 Hunter, G., and Son, Ellerslie.
 Inwood, E. S., Morningside.
 Irwin, J., care of J. J. Craig (Limited).
 Jackson Bros., Ellerslie.
 Johnston and Johnston, Devonport.
 Johnston, J., Great North Road.
 Jones, E. F., Manukau Road, Epsom.
 Jordan, E., Northcote.
 Kay, R., Panmure.
 Kelly, R. J., Carlton Road, Newmarket.
 Kelsey, F. W., Howick.
 King and Pearce, Victoria Street, Devonport.
 Latimer, H., and Co., Fort Street.
 Lawford, F., Park Road, Newmarket.
 Lewis, A. S., 6 Bellewood Avenue, Eden Terrace.
 Linney, N., 12 Kerr Street, Devonport.
 Lloyd, W. B., and Co., Otahuhu.
 Lynch, Remuera Road.
 Lynne, A. E., and Son, Edendale Road.
 McAnulty, J. H., Otahuhu.
 McCarten Bros., Onehunga.
 McCartney and Totman, Brighton Road, Remuera.
 McCathie, D., Manukau Road, Onehunga.
 McDermott, W. H., Manukau Road, Epsom.
 McGregor, J., 132 Crummer Road, Grey Lynn.
 McLaren, W. D., Meadowbank, Remuera.
 McLean, R., 14 College Hill.
 McMicken, R., Cook Street, City.
 McSwan, M., Marama Avenue, Epsom.
 Mahon, C. J., Vincent Road, Remuera.
 Makay, T., Windsor Road, Parnell.
 Mansell, F. J., Eden Terrace.
 Marshall, F. G., Khyber Pass Road.
 Marshall, T. W., 63 Sackville Street, Grey Lynn.
 Martin, T. H., Avondale.
 Martin, W., Point Chevalier.
 Massey, R. J., Pakaranga.
 Mayne Bros., Wellington Street, Auckland.
 Menzies, R. and W., St. Heliers Bay.
 Mills, W., Church Street, Onehunga.
 Mitchell, J., Mount Eden.
 Moyes, G., Mount Albert.
 Murphy, S., Coyle Street, Edendale.
 Murphy, W. E., 52 Newton Road.

Nicholson, W., Great North Road.
 Norman, E., Priceps Street, Grey Lynn.
 Ogden, T., Manukau Road, Parnell.
 Oleson, P. B., Manukau Road, Epsom.
 Olsen, H., 108 Crummer Road.
 Page, A. W., Kingsland.
 Parr, W., Remuera Road.
 Peck, H., Kohimaramara.
 Perkins, P., Upper Queen Street.
 Pickmere, A. G., Newmarket.
 Pockering, T., Manukau Road, Epsom.
 Portieous, J., Richmond Road.
 Postlewaight, F. W. G., Avondale.
 Preston, J., Dominion Road, Mount Eden.
 Powell, F., Dominion Road.
 Prestley, E., 38 Surrey Street.
 Price, J. V., Avondale.
 Redwood and Ellis, Field Street, Richmond.
 Regan, J., 152 Victoria Street, City.
 Reid, R., Union Street, City.
 Rich and Sheldon, Customs Street.
 Richardson, E., Mount Pleasant Road, Onehunga.
 Robins, J., Onehunga.
 Ross, K., Tamaki East.
 Russell, J., Avondale.
 Russell, J., Penrose.
 Sadler Bros., Oliphant Street.
 Sara, W., 6 Warnock Street, Grey Lynn.
 Selwood, G., Howick.
 Shaughnessy, J., 45 Hayden Street.
 Shaw, G. S., Queen Street, Onehunga.
 Shaw, H. S., Victoria Avenue, Remuera.
 Shaw, J., Howick.
 Shirtliffe, J., Lillington Road, Remuera.
 Simmons, W. R., Khyber Pass Road.
 Sinton Bros., Hobsonville.
 Skeleton, R., Remuera Road.
 Skinner, R., King Street, Arch Hill.
 Small, A. J., Three Kings.
 Smeethurst, S., King Street, Newmarket.
 Smith, A. B., and W., Manukau Road, Parnell.
 Smith and Todd, Devonport.
 Smith Bros., Mount Eden Road.
 Smith, R., Mount Smart Road, Onehunga.
 Southernwood, A. J., 116 Newton Road.
 Speed, A. W., Leslie Avenue, Morningside.
 Stephenson, T. W., Brighton Road, Remuera.
 Sutton, L., St. Heliers Bay.
 Taylor Bros., Panmure.

Thode Bros., Mount Albert Road.
 Thompson, T., 79 Wellesley Street.
 Traue, C., Victoria Street West.
 Turner, J., Queen Street, Northcote.
 Tyne Bros., Ponsonby Road.
 Upfold, R. W., Manukau Road, Epsom.
 Urquhart, N., Patterson Street, Freeman's Bay.
 Verran, C., Birkenhead.
 Walker, G., and Son, 53 Wellington Street.
 Walker, Mrs. M. A., 192 Balmoral Road.
 Walters and Kiff, Edendale.
 Warton Bros., Eden Terrace.
 Wheeler Bros., Karangahape Road.
 Wheeler, W. J., Great South Road, Remuera.
 Whitley, W. S. (Limited), Queen Street, City.
 Whitmore, H. C., Campbell Road, Grey Lynn.
 Williams, A., Mount Eden Road.
 Williams, R., Morningside.
 Winstone Limited, Customs Street.
 Worrall, A., The Drive, Epsom.

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 17th day of April, 1916, and shall continue in force until

the 17th day of April, 1918, and thereafter as provided by subsection (1) (*d*) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 3rd day of April, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. A week's work shall not exceed forty-eight hours.
2. The working-time per day shall not exceed eight hours and a half for five days of the week and five hours and a half for one day of the week.
3. Work shall commence not earlier than 7.30 o'clock a.m. and cease at 5 o'clock p.m. on five days of the week, and not less than three-quarters of an hour shall be allowed on each of such days for dinner. On one day of the week work shall commence not earlier than 7.30 a.m. and cease not later than 1 o'clock p.m.

Minimum Wage.

4. (*a.*) The wage for permanent labourers shall be not less than £2 10s. per week, and for casual labourers not less than 1s. 2d. per hour.

(*b.*) So long as the British Empire remains in a state of war with Germany and Austria, or either of them, and for three months after the cessation of such war, there shall be paid to all workers coming within the scope of this award, in addition to the rate above mentioned, a war bonus of 10 per cent. upon the said rate.

(*c.*) Notwithstanding the foregoing clause the said war bonus may at any time during the currency of the award be continued either wholly or partially, or may be increased or terminated, as the Court, on the application of any party to the award or of its own motion, may determine.

(*d.*) "Permanent" employment means employment lasting not less than seven successive working-days.

(*e.*) No deduction shall be made from the wages of permanent workers except for time lost through the worker's sickness or default.

Overtime and Holidays.

5. All time worked beyond the hours prescribed in clause 2 hereof shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first two hours and time and a half afterwards. Double time shall be paid for all work done on Sunday, Christmas Day, and Good Friday, and time and a half for all work done on New Year's Day, Anniversary Day, Easter Monday, Labour Day, King's Birthday, and Boxing Day.

Under-rate Workers.

6. (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 Factories 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.

Tools.

7. All tools shall be supplied by the employer.

Preference.

8. (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 fourteen 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 the foregoing 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.

Scope of Award.

9. This award relates only to labourers employed by employers who carry on business as coal, lime, sand, or cement merchants or stonemasons 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 17th day of April, 1916, and shall continue in force until the 17th day of April, 1918.

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 3rd day of April, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

For the Court's reasons for this award see the Memorandum to the Auckland Builders' Labourers' award of this date.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.