

**(4471.) OTAGO GENERAL LABOURERS.—AWARD *RE* QUARRY-WORKERS.**

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, Builders' Labourers, Quarrymen, and Coal-yard Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

*Quarry-proprietors.*

Anderson's Bay Quarry Syndicate, Anderson's Bay Quarry, Dunedin.

Borlace, William, Sawyer's Bay.

Calder, George, 201 Main North Road, North-east Valley, Dunedin.

Dunedin City Corporation, Town Hall, Dunedin.

Green Island Borough Council, Green Island.

Meade, Charles J., Haigh Street, Musselburgh, Dunedin.

Otago Harbour Board, Dunedin.

Palmer, J., and Sons, Logan's Point, Dunedin.

Portobello Road Board, Portobello.

Port Chalmers Borough Council, Port Chalmers.

Seddon and Rothwell, 51 Calder Street, St. Kilda, Dunedin.

Shiel, C. and W., Forbury Road, Dunedin.

Taieri County Council, Mosgiel.

Waikouaiti County Council, Waikouaiti.

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, 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 as from the 12th day of June, 1916, and shall continue in force until the 12th day of June, 1917, 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 18th day of October, 1916.

T. W. STRINGER, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. A week's work shall not exceed forty-eight hours, to be worked between the hours of 7.30 a.m. and 5 p.m., with three-quarters of an hour for lunch, on the first five days, and from 7.30 a.m. to 12 noon on Saturdays.

##### *Wages.*

2. The following shall be the minimum rates of wages for workers engaged in quarry-work:—

(a.) Workers employed squaring stone, getting out pitchers, building-stone, kerb-stone, and paving-stone ready for masons shall be paid 1s. 4d. per hour.

(b.) Certificated men using explosives, 1s. 3d. per hour.

(c.) Workers using explosives where quarry-face is less than 20 ft. in height, 1s. 3d. per hour.

(d.) All other workers, 1s. 2d. per hour.

(e.) 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 rates above mentioned, a war bonus of 10 per cent. upon the said rates.

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

##### *Subletting.*

3. Any employer who sublets work or gives piecework must do so at a price that men so employed receive not less than the minimum rate of wages under this award.

##### *Payment of Wages.*

4. All wages shall be paid weekly or fortnightly on either Friday or Saturday, and not more than two days' wages shall be

kept in hand by the employer. If men are called upon to come to the office to receive their wages they shall do so in the employer's time, or be paid for such time taken in going to the office. In the event of a worker being discharged he shall receive all wages due to him the same day, or be paid for all time taken in waiting for a final settlement.

*Overtime and Holidays.*

5. (a.) All time worked beyond the hours mentioned in clause 1 hereof shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first hour and time and a half afterwards.

(b.) For all time worked on New Year's Day, Easter Monday, Labour Day, Boxing Day, and the birthday of the reigning Sovereign time and a half shall be paid; on Christmas Day, Good Friday, and Sunday, double time: Provided that when Christmas Day, New Year's Day, or the birthday of the reigning Sovereign falls on a Sunday then the holiday shall be held on the next ensuing Monday. All work done on Saturday afternoons shall be paid for at the rate of time and a half.

(c.) An employer may agree with his workers to substitute another day for any of the following holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Christmas Day, and Boxing Day. The employer shall give written notice to the union of the substitution.

*Tools.*

6. All tools shall be provided by the employer.

*Under-rate Workers.*

7. (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.

*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.

(c.) Whenever an employer shall employ any worker who is not a member of the union he shall within twenty-four hours thereafter give notice in writing of such employment to the secretary of the union.

*Scope of Award.*

9. The operation of this award is limited to the area lying within the Province of Otago.

*Term of Award.*

10. This award shall come into force as from the 12th day of June, 1916, and shall continue in force until the 12th day of June, 1917.

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 18th day of October, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept. It was also agreed that the award should be made retrospective.

T. W. STRINGER, Judge.