

(6651.) DUNEDIN (TEN-MILES RADIUS) COAL-YARD 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 matter of an industrial dispute between the Otago General Labourers, Builders' Labourers, Quarrymen, and Coal-yard Employees' (Coal-yard Employees Section) Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Bruce Railway and Coal Company, Coal-merchants, 2 Vogel Street, Dunedin.

Dunedin General Carriers and Coal-merchants' Association, Coal-merchants, 116 Rattray Street, Dunedin.

Dunedin and Suburban Coal Company, 61 Castle Street, Dunedin.

Green Island Coal Supply Company, Coal-merchants, 114 Rattray Street, Dunedin.

Mill, John, and Co., Coal-merchants, Rattray Street, Dunedin.

Purdie, J. Jackson, Coal-merchant, 79 Castle Street, Dunedin; 333 King Street, Dunedin; 89 Grosvenor Street, Kensington, Dunedin; Meadow Street, Mornington, Dunedin; 78 Maclaggan Street, Dunedin; 111 Main Road, North-east Valley, Dunedin; City Road, Roslyn, Dunedin.

Westport Coal Company (Limited), Coal-merchants, Jetty Street Wharf, 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 28th day of March, 1921, and shall continue in force until the 28th day of March, 1923, 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 March, 1921.

[L.S.]

F. V. FRAZER, Judge

## SCHEDULE.

*Hours of Work.*

1. The hours of work shall be forty-four per week. The working-hours shall commence at 8 a.m., and eight hours shall be worked on five days of the week and four hours on the day of the weekly half-holiday.

*Overtime.*

2. (a.) All work done in excess of the hours mentioned in clause 1 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first three hours, and thereafter double time until the ordinary time for commencing work next morning if worked continuously.

(b.) Work done on Christmas Day, Good Friday, or Sunday shall be paid for at the rate of double time.

(c.) Work done on any of the other holidays shall be paid for at the rate of time and a half. Payments shall be in addition to the weekly wage where a weekly wage is fixed.

(d.) In computing the amount payable for overtime the bonuses hereinafter mentioned shall be excluded from the computation.

*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 wages for permanent workers shall be £3 15s. per week, and for casual workers 1s. 9d. 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.

(c.) The rates above prescribed shall, unless and until the Court shall otherwise order, be increased by a bonus of 10s. per week to permanent workers, and by a bonus of 3d. per hour to casual workers.

*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 this 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's ordinary time.

*Payment of Wages.*

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

*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.

*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 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.

*Limitation of Award.*

10. Nothing in this award shall be deemed to 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 28th day of March, 1921, and shall continue in force until the 28th day of March, 1923.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 18th day of March, 1921.

[L.S.]

F. V. FRAZER, Judge.

## MEMORANDUM.

This award embodies the recommendations of the Conciliation Council, which the parties agreed to accept. The Court has settled the wages clause.

[L.S.]

F. V. FRAZER, Judge.