

(7365.) OTAGO AND SOUTHLAND LIME, CEMENT, ETC.,
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 and Southland Lime, Cement, Phosphate, and Marl Employees' Industrial Union of Workers (hereinafter called "the union") and the Milburn Lime and Cement Company, Limited, Crawford Street, Dunedin (hereinafter called "the employer.")

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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 4th day of December, 1922, and shall continue in force until the 4th day of December, 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 affixed, and the Judge of the Court hath hereunto set his hand this 4th day of December, 1922.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. The hours of day labour shall not exceed forty-eight per week; work to cease at noon on Saturday. The hours of labour on five days of the week shall be worked between 7.30 a.m. and 5 p.m.

Shift-work.

2. Men employed working on shifts shall commence the first shift at 8 a.m. and cease work at 4 p.m.; second shift at 4 p.m. and cease at 12 midnight; third shift at 12 midnight and cease at 8 a.m. Thirty minutes shall be allowed for crib-time without stoppage of pay.

Changing Shifts.

3. One hour shall be allowed for changing shifts.

Overtime.

4. All time worked beyond the hours mentioned in clause 1 hereof shall be considered overtime, and paid for at the rate of time and a half for the first four hours and thereafter at the rate of double time. Except when changing shifts any man working beyond more than one shift shall be paid at overtime rates.

Holidays.

5. The following shall be the recognized holidays: Christmas Day, New Year's Day, birthday of the reigning Sovereign, Good Friday, Easter Monday, and Anzac Day.

Wages.

6. The following shall be the minimum hourly rates of wages:—

	s.	d.
Burners	1	11 $\frac{3}{4}$
Engineer's assistants	1	11 $\frac{3}{4}$
Mill-greasers and coal-driers	1	10 $\frac{3}{4}$
Baggers	1	10 $\frac{1}{4}$
Feeders	1	9 $\frac{3}{4}$
All other workers	1	8 $\frac{3}{4}$

Meal Allowance.

7. (a.) Men required to work overtime to be allowed 2s. per meal.

(b.) No man to be required to work more than five hours continuously without being allowed time for a meal.

Sunday Work and Holidays.

8. (a.) If men are called on to do Sunday work, and on turning up to work are not required, they shall be paid a half-day's pay at Sunday rates.

(b.) All work performed on any of the specified holidays shall be paid for at double ordinary rates.

(c.) All work performed on Sundays shall be paid for at time-and-a-half rates.

Sanitary Conveniences.

9. Proper sanitary conveniences shall be provided, also change-room, lockers, and bathroom.

Special Work.

10. Men employed in rotary kilns and men employed shovelling overflow material into lime feed-screw conveyor shall, while so employed, be paid at the rate of 3s. per hour.

Preference.

11. (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 seven 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 9d. per week.

Under-rate Workers.

12. (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.

Factory Steward and Committee.

13. The union shall elect a factory steward, and two other members of the union to act with him, who shall, while so officiating, be in the company's employ. The duty of the committee shall be (a) to assist the manager of the works to adjust any grievances or disputes that may arise; (b) should a dispute arise that cannot be settled by the company's representatives and the factory committee, then it shall be reported to the secretary of the union, who shall endeavour to effect a settlement; failing which the matter in dispute

shall be referred to the Inspector of Factories, whose decision shall be final. Work at the company's works must continue as usual during the consideration of any dispute that may arise until a final decision is received from the said local Inspector of Factories.

Variation of Rates.

14. The rates of wages fixed by this award shall not be subject to variation until the 1st day of May, 1923.

Term of Award.

15. This award shall come into force on the 4th day of December, 1922, and shall continue in force until the 4th day of December, 1923.

In witness whereof the seal of the Court hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 4th day of December, 1922.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The Court has fixed the rates of wages and overtime, and has made provision for special work. In other respects the award follows the recommendations of the Conciliation Council, which the parties agreed to accept.

[L.S.]

F. V. FRAZER, Judge.