

(7131.) CANTERBURY INDUSTRIAL DISTRICT LIME AND CEMENT WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury 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 Canterbury Builders' and General Labourers, Quarry-workers, and Wool and Grain Store Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employer") :—

The Mount Somers Lime and Stone Company (Limited), Mount Somers.

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 as hereinafter provided, and shall continue in force until the 30th day of January, 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 28th day of February, 1922.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a.)—A week's work shall not exceed forty-eight hours. Hours of work to be between 7.30 a.m. and 5 p.m. on five days of the week, and between 7.30 a.m. and 12 noon on Saturdays. All time worked outside the above hours shall be paid for at the rate of time and a half for the first three hours, and double time afterwards. The employer may if required agree with his workers to work on Saturday afternoon at ordinary rates of wages.

(b.) Shift-work: Eight-hour shifts may be worked, the time of starting to be arranged between the manager and the union representative.

(c.) Where shifts are worked, thirty minutes crib-time shall be allowed.

Wages.

2. The following shall be the minimum rate of wages for workers engaged in or about lime or cement kilns:—

(a.) Burners, 1s. 8d. per hour.

(b.) Feeders to crusher, 1s. 7½d. per hour.

(c.) All other hands, 1s. 7d. per hour.

(d.) In addition to the wages prescribed there shall be paid to all workers a bonus of 3d. per hour unless and until the Court shall otherwise order.

(e.) Any worker at present employed at a higher rate than prescribed shall not have his wages reduced.

Payment of Wages.

3. Wages shall be paid weekly or fortnightly and in money, and when not paid in the employer's time all time exceeding fifteen minutes shall be paid for at overtime rates.

Tools.

4. All tools shall be supplied by the employer.

Respirators.

5. All men feeding crushers, handling or bagging crushed or burnt lime, attending to crushers, shall be provided with respirators.

Holidays.

6. (a.) The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, Labour Day, Good Friday, and Easter Monday.

(b.) Work done on any of the above holidays or on Sundays shall be paid for at the rate of double time.

Accommodation.

7. (a.) Employers shall provide accommodation to enable workers to change and dry their clothes, also proper sanitary arrangements and bathroom.

(b.) Employers shall also provide a supply of fresh water for washing and drinking purposes, and facilities shall be provided for boiling water for meals.

(c.) Hutments shall be provided for all workers, and shall contain floor-space of not less than 10 ft. by 12 ft. for two men, and not less than 8 ft. by 10 ft. for one man or similar to those at present in use ; all bunks to be built on floor.

Accidents.

8. A modern first-aid outfit, fully equipped, shall be kept in a convenient and accessible place by the employer on the works.

Termination of Engagement.

9. The employer shall give a casual worker one hour's notice, or one hour's pay in lieu of notice, prior to his dismissal.

Each worker shall give his employer one hour's notice that he is about to leave his employment, or shall forfeit in lieu thereof one hour's pay, to be deducted from the wages due to him. In the event of any worker being dismissed or leaving his employment all wages due to him shall, immediately on application at the chief office, be paid to him by his employer, and if not so paid all waiting-time shall be paid for at overtime rates.

Under-rate Workers.

10. (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.

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 6d. per week.

Scope of Award.

12. This award shall operate throughout the Canterbury Industrial District.

Term of Award.

13. This award in so far as relates to wages shall be deemed to have come into force on the 30th day of January, 1922, and so far as all the other provisions of this award are concerned it shall come into force on the date hereof; and this award shall continue in force until the 30th day of January, 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 28th day of February, 1922.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendations of the Conciliation Council, which the parties agreed to accept.

[L.S.]

F. V. FRAZER, Judge.