

(10088.) OTAGO AND SOUTHLAND QUARRY-WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; and in the matter of an industrial dispute between the Otago and Southland 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 ") :—

- Anderson's Bay Quarry Syndicate, Anderson's Bay, Dunedin.
 Arrowtown Borough Council, Quarry-proprietors, Arrowtown.
 Balclutha Borough Council, Quarry-proprietors, Balclutha.
 Bingham, H. S., and Co., Quarry-proprietors, 283 Moray Place, Dunedin.
 Calder's Quarry Syndicate, North-east Valley, Dunedin.
 Cromwell Borough Council, Quarry-proprietors, Cromwell.
 Frapwells Ltd., Quarry-proprietors, 458 Princes Street, Dunedin.
 Hampden Borough Council, Quarry-proprietors, Hampden.
 Hay, D. A., Quarry-proprietor, Milburn.
 Meade, Charles J., Quarry-proprietor, High Street, Musselburgh, Dunedin.
 Milton Borough Council, Quarry-proprietors, Milton.
 Oamaru Harbour Board, Quarry-proprietors, Oamaru.
 Palmer, J., and Son, Quarry-proprietors, Logan's Point, Dunedin.
 Palmerston Borough Council, Quarry-proprietors, Palmerston.
 Riddell, J., Quarry-proprietor, Sandymount, Peninsula County.
 Smart Bros., County Quarries, Mosgiel.

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 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 18th day of May, 1931, and shall continue in force until the 18th day of May, 1933, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 May, 1931.

[L.S.]

F. V. FRAZER, 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 2s. per hour.

(b) Certificated men using explosives, 1s. 11½d. per hour.

(c) Workers using explosives where quarry-face is less than 20 ft. in height, 1s. 11d. per hour.

(d) All other workers, 1s. 10d. per hour.

(e) Tar-workers, while so employed, 1s. 11d. per hour.

Overtime.

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

(c) If any of these holidays shall be generally observed on any other day, the provisions of this award shall apply to such other day.

(d) When workers are required to work overtime in excess of one hour, and have not been notified the previous day, they shall be provided with a meal.

Tools.

4. All tools shall be provided by the employer.

Accommodation and Sanitation.

5. Each employer shall provide sufficient accommodation to enable workers to change their clothes and to take their meals, and he shall also provide sanitary accommodation for workers on the job.

Accidents.

6. A modern first-aid emergency case, fully equipped, shall be kept by the employer in a convenient and accessible place.

Employment of Youths.

7. One youth may be employed in each quarry at the following rates of wages :—

	..	Per Hour.	
		s.	d.
From seventeen to eighteen years of age	..	1	0
From eighteen to nineteen years of age	..	1	1½
From nineteen to twenty years of age	..	1	3

Payment of Wages.

8. All wages shall be paid weekly or fortnightly on either Friday or Saturday, and not more than one day's 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 at the time of his discharge, or be paid for all time taken in waiting for a final settlement.

Standing-by Time.

9. All casual employees shall be paid for all time for which they are ordered to stand by on the work.

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 Awards 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 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. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 10th day of September, 1928, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) The provisions of this 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, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Scope of Award.

12. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award.

13. This award shall come into force on the 18th day of May, 1931, and shall continue in force until the 18th day of May, 1933.

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 4th day of May, 1931.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award is based on the expired award, with the exception of the scope clause, which has been amended to include Southland. The matter of adding Southland parties has been deferred, owing to a mistake in the form of citation, until a fresh application is made to add them.

F. V. FRAZER, Judge.

(10192.) OTAGO AND SOUTHLAND QUARRY-WORKERS.—APPLICATION FOR EXEMPTION FROM GENERAL ORDER.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments ; and in the matter of the Finance Act, 1931 ; and in the matter of the Otago and Southland Quarry-workers' award, dated the 4th day of May, 1931, and recorded in Book of Awards, Vol. XXXI, p. 130.

JUDGMENT OF THE COURT, DELIVERED BY FRAZER, J.

THIS is an application for exclusion from the operation of the general order of 29th May, 1931. The grounds relied on, in so far as they

relate to unemployment and casualness of work, are general in their nature and not special to the workers affected by this application. In so far as the grounds relied on relate to the cost of living, the position of these workers is not different from that of other workers. The building trade is obviously slack, and it cannot be suggested that the economic condition of that industry is such as to warrant special treatment being accorded to workers employed in, or in connection with, that trade.

The application is accordingly refused.

Dated the 21st day of September, 1931.

[L.S.]

F. V. FRAZER, Judge.
