

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(10507.) AUCKLAND (TEN-MILES RADIUS) QUARRY AND SCORIA-PIT WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Auckland.

Bray, H., and Co., Ltd., Quarry-owners, Onehunga
 Barbarich, J., Quarry-owner, Panorama Road, Ellerslie
 Brodie, Geo., Quarry-owner, New North Road, Mount Albert
 Cowperthwaite, W. T., Quarry-owner, Disraeli Street, Mount
 Eden

Craig, J. J., Ltd., Quarry-owners, Queen Street
 Ferguson and Kew, Quarry-owners, 2 Mapau Road
 Isherwood and Bellam, Quarry-owners, Normanby Road, Mount
 Albert

McAnulty, J. H., Quarry-owner, Huia Road, Otahuhu
 Morgan and Docherty, Quarry-owners, Three Kings, Mount
 Eden

Parsons, F., Quarry-owner, Devonport
 Parker, V., Quarry-owner, Arabi Street, Mount Albert
 Pascoe, E., Quarry-owner, Gillies Avenue, Epsom

Sands, F., Quarry-owner, Takapuna
 Sly, G. H., Quarry-owner, Symonds Street
 Smale, W., Quarry-owner, Takapuna

Wilson and Rothery, Quarry-owners, Panmure Road, Mount
 Wellington

Winstone Ltd, Quarry-owners, Queen Street,

and

The Auckland Builders' General and other Labourers' Industrial Union of Workers (hereinafter called "the union").

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 9th day of July, 1934, 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 28th day of August, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. A week's work shall not exceed forty-four hours, and shall be fixed by each employer to suit his particular business, but shall not exceed eight hours on five days of the week and four hours on Saturday.

Overtime.

2. All time worked beyond the hours prescribed shall be paid for as overtime at the rate of time and a quarter.

Holidays.

3. Double time shall be paid for all work done on Sunday, Christmas Day, and Good Friday, and time and a half for work done on New Year's Day, Easter Monday, Labour Day, and the Sovereign's Birthday.

Wages.

4. Tool-sharpeners, popper-drill men, hammer-and-drill men, and shot-firers shall be paid 1s. 8d. per hour. Spallers and other workers shall be paid 1s. 7d. per hour.

Piecework.

5. Piecework may be worked in accordance with the Industrial Conciliation and Arbitration Amendment Act, 1932, in which it is provided that an employer may agree with a worker on a system of piecework payment: Provided that any such agreement shall clearly set out the system of payment, and provided also that no worker shall thereby receive less than the minimum rates of wages provided in clause 4 of this award.

The terms of any agreement made in accordance with the above clause between an employer and worker employed by him shall be set forth in writing, signed by the parties thereto, and a copy of the agreement shall forthwith be forwarded by the employer to the local Inspector of Awards.

Payment of Wages.

6. All wages shall be paid weekly, in working-hours.

Termination of Engagement.

7. Workers may be dismissed or may terminate their engagement without notice, and all wages due shall be paid within twenty-four hours thereafter.

Tools.

8. All tools shall be supplied by the employer.

Accidents.

9. A modern first-aid emergency case, fully equipped, shall be kept in a convenient and accessible place by the employer in every quarry and/or scoria-pit.

Accommodation.

10. Each employer shall provide accommodation to the satisfaction of the Inspector of Quarries to enable labourers to change and dry their clothes and have their meals, and facilities shall be provided for boiling water for meals. The employer shall also provide proper sanitary conveniences for labourers.

Employment of Youths.

11. (a) Youths may be employed at such lower wage than that herein prescribed as shall be agreed on in writing by the employer concerned and the president or secretary of the union.

(b) The proportion of youths shall be not more than one to every six or fraction of six men fully employed.

Workers' Representative.

12. With the consent of the employer, the workers' representative shall have the right of entry outside working-hours to all jobs to which the employer can lawfully give such right, and after due notice has been given to the employer or his representative.

Under-rate Workers.

13. (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.

14. (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 thirty 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 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.

Matters not provided for.

15. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the president or secretary of the union, and in default of any agreement being arrived at then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Scope of Award.

16. This award shall apply only to the proprietors of quarries and scoria-pits within a radius of ten miles from the Chief Post Office in the City of Auckland.

Term of Award.

17. This award, in so far as it relates to wages, shall be deemed to have come into force on the 10th day of July, 1933, and so far as all the other conditions of this award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 9th day of July, 1934.

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 28th day of August, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge. 3d3