

(10559.) OTAGO AND SOUTHLAND LIME, MARL, AND PHOSPHATE 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 undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Brown's Lime Co., Ltd., Box 75, Invercargill
Clifden Lime Co., Ltd., Crescent, Invercargill
Doherty, J., Centre Bush, Limehills
Dominion Lime and Phosphate Co., Ltd., 22 Mersey Street,
Gore

Forest Hill Lime Co., Section 7, Invercargill—Glencoe Rural
McDonald's Oamaru Lime Ltd., 154 Thames Street, Oamaru
Milburn Lime and Cement Co., Ltd., Dunedin
Snowdrift Lime Co., 293 North Road, North-east Valley, Dunedin
Ward, J. G., and Co., Ltd., Crescent, Invercargill

and

the Otago and Southland Lime, Cement, Phosphate, and Marl Employees' 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 from the 27th day of November, 1933, and shall continue in force until the 27th day of November, 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 23rd day of November, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a) A week's work shall not exceed forty-eight hours. The hours of work shall 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 Saturday.

(b) *Shift Work.*—Eight-hour shifts may be worked. The time of starting shall be arranged between the manager and the check inspector.

(c) At lime-works where shifts are being worked, thirty minutes crib-time shall be allowed.

Overtime.

2. All time worked in excess of eight hours in any one day or any shift shall be deemed to be overtime, and shall be paid for at the rate of time and a quarter for the first three hours and time and a half thereafter.

Holidays.

3. The following shall be the recognized holidays : Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, and Anzac Day.

Workers required to work on any of the above-mentioned holidays shall be paid time and a half rates.

Wages.

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

	s.	d.
Drillman with explosive permit	1	10½
Drill assistant with explosive permit	1	8½
Petrol-loco. driver	1	8
Feeders to crushers and mills	1	7¼
Feeders to burnt-lime mill	1	7¼
Rotary-kiln burners	1	9
Drawers from rotary-kiln bin	1	7½
Lime carb. and drier fireman	1	8¼
Burners and drawers	1	7¼
Baggers (whilst so employed)	1	7¼
Spallers and knappers	1	7¼
Loco.-driver	1	9½
Steam and electrical diggers	1	8
All other workers	1	6

Employment of Boys.

5. Boys, in the proportion of one to every ten or fraction of ten workers receiving not less than 1s. 6d. per hour, may be employed at not less than the following rates of wages : Under sixteen years of age, 1s. per hour ; between sixteen and eighteen years of age, 1s. 3d. per hour ; and thereafter the appropriate rate prescribed in clause 4.

Sunday Work.

6. Sunday work shall be optional. Any work done on Sundays shall be paid for at time and a half rates.

Payment of Wages.

7. Wages shall be paid fortnightly and during working hours.

Respirators.

8. The employers shall provide respirators to men working in dust.

First-aid Outfits.

9. A modern first-aid outfit, fully equipped, shall be kept in a convenient and accessible place at the works.

Sanitary Conveniences.

10. Proper sanitary conveniences, and accommodation for men living on the works, shall be provided at all lime, phosphate, and marl workings throughout the Otago and Southland Industrial District, and it shall be the duty of the check inspector to assist the works manager in seeing that employees using such sanitary conveniences do so in a proper and careful manner.

Check Inspector and Committee.

11. The union shall elect a check inspector and a committee of two at each lime, phosphate, and marl workings in the industrial district. Such check inspector and committee while so officiating must be in the employ of a party to this award. The duties of the committee shall be to assist the manager of the works to adjust any grievances or disputes that may arise. Any grievance or dispute that cannot be so settled shall be referred to a committee consisting of an executive officer of the union, the manager or officer of the company, and the Inspector of Awards at either Dunedin or Invercargill. In the event of the committee being unable to settle the matter, it may be referred to the Court by either party.

Preference.

12. (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. 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 23rd day of November, 1931, 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.

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.

Term of Award.

14. This award shall come into force on the 27th day of November, 1933, and shall continue in force until the 27th day of November, 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 23rd day of November, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.