

(11329.) NEW ZEALAND (EXCEPT MARLBOROUGH) STONEMASONS.—  
AWARD.*[Filed in the Office of the Clerk of Awards, Wellington.]*

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Federated Stonemasons' Industrial Association of Workers (hereinafter called "the union") and the undermentioned industrial association, persons, firms, and companies (hereinafter called "the employers") :—

The New Zealand Builders and Contractors' Industrial Association of Employers, Wellington.

## NORTHERN INDUSTRIAL DISTRICT.

- Auckland Builders and Contractors' Industrial Union of Employers (R. G. Norton, Secretary), 7 Spencer Street, Remuera, Auckland, S.E. 2.
- Allan, J. E., Stonemason, 116 New North Road, Eden Terrace, Auckland, C. 3.
- Anderson, T., Stonemason, 44 Burnley Terrace, Mount Eden, Auckland, S. 2.
- Auckland City Council, Town Hall, Auckland, C. 1.
- Auckland Harbour Board, Harbour Board Building, Quay Street, Auckland, C. 1.
- Banks Bros., Stonemasons, Newmarket, Auckland, S.E. 1.
- Batts, W., and Co., Contractors, Rendall Place, Eden Terrace, Auckland, C. 3.
- Bray and Co., Contractors, Onehunga, Auckland, S.E. 5.
- Buchanan, E., and Sons, Stonemasons, 149 Khyber Pass, Auckland, S.E. 1.
- Clune, J., Stonemason, Paeroa.
- Dennis, J., Stonemason, Frankton Junction.
- Evans, David H., Stonemason, 417 New North Road, Auckland, S.W. 2.
- Feldon, W. H., Sculptor, Remuera, Auckland, S.E. 2.
- Fletcher Construction Co., Ltd., Nelson Street, Auckland, C. 1.
- Gross, R. O., Sculptor, 422 Manakau Road, Auckland, S.E. 3.
- Guillard, P., Stonemason, Putaruru.
- Hall and Stanborough, Contractors, 5-7 Stanley Street, Auckland, C. 1.
- Hamilton Master Builders' Industrial Union of Employers, (R. Challinor, Secretary, P.O. Box 54, Hamilton).
- Henderson, J., Stonemason, Te Kuiti.
- Hume Pipe Co., Ltd., Contractors, Penrose, Auckland, S.E. 6.
- Jensen, J., Stonemason, Auckland, C. 1.
- Jones, C., Stonemason, Tauranga.
- Laurence, L., Stonemason, Dargaville.
- McEwan, G. H., Stonemason, Taumarunui.
- McNab and Mason, Stonemasons, Symonds Street, Auckland, C. 1.
- Mayes, G. W., Stonemason, 85 Commerce Street, Frankton Junction.
- Mount Albert Borough Council, New North Road, Mount Albert, Auckland, S.W. 2.
- Mount Eden Borough Council, Mount Eden, Auckland, S. 1.
- Newmarket Borough Council, Newmarket, Auckland, S.E. 1.
- New Zealand Marble Co., Ltd., Fanshawe Street, Auckland, C. 1.

North, D. P., Stonemason, 21 James Street, Whangarei.  
 Parker, V., Stonemason, 220 New North Road, Rocky Nook, Auckland.  
 Parkinson and Bouskill, Stonemasons, Symonds Street, Auckland, C. 3.  
 Parkinson, W., and Co., Ltd., Stonemasons, Victoria Street, Auckland,  
 C. 1.  
 Prickett, J., Stonemason, Hamilton.  
 Rotorua Master Builders' Industrial Union of Employers (C. S. King,  
 Secretary, 28 Eruera Street, Rotorua).  
 Sakey, A. W., Stonemason, Hillsboro, Auckland, S. 3.  
 Staples, M. L., Stonemason, Whangarei.  
 Traves Bros., Contractors, 97 Hobson Street, Auckland, C. 1.  
 Wallace, G. W., Contractor, Great South Road, Auckland, S.E. 4.

*Gisborne.*

Gisborne Builders and Contractors' Industrial Union of Employers  
 (F. H. Lawton, Secretary, P.O. Box 179, Gisborne).  
 Kane and Griffen, Stonemasons, 191 Grey Street, Gisborne.

TARANAKI INDUSTRIAL DISTRICT.

Borland, A., Stonemason, Stratford.  
 Handley, A., Stonemason, Gill Street, New Plymouth.  
 Taranaki Master Builders' Industrial Union of Employers (V. Duff,  
 Secretary, Brougham Street, P.O. Box 69, New Plymouth).  
 Shorts Ltd., Stonemasons, Powderham Street, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT.

Anderson, A. P., and Sons, Stonemasons, Riverbank, Wanganui.  
 Beddie, A., Monumental Mason, Petone, Wellington.  
 Crawford, R. W., Stonemason, 100 Somme Parade, Wanganui.  
 Fisher, J. W., and Co., Stonemasons, 12 David Street, Palmerston  
 North.  
 Fletcher Construction Co., Ltd., Cable Street, Wellington.  
 Grace, W. A., Stonemason, 53 Harrison Street, Wanganui.  
 Hickmott and Sons, Ltd., Monumental Masons, Karori, Wellington.  
 Hickmott, Chas., Stonemason, 166 Adelaide Road, Wellington.  
 Hoar, T. G., and Sons, Stonemasons, 32 Lincoln Road, Masterton.  
 Jones, W. E., and Co., Stonemasons, 65 Cuba Street, Palmerston North.  
 Jones, F. J., and Sons, Stonemasons, 36 Kimbolton Road, Feilding.  
 Hawke's Bay Monumental Works (W. H. Jones, Manager), 7 Station  
 Street, Napier.  
 Hawke's Bay Builders and Contractors' Industrial Union of Employers  
 (R. N. Chadwick, Secretary, P.O. Box 225, Napier).  
 Lewis Construction Co., Ltd., Lambton Quay, Wellington.  
 Masterton Master Builders' Industrial Union of Employers (W. V.  
 Madden, Secretary, Leecroft's Chambers, Lincoln Road, Masterton).  
 Palmerston North Master Builders and Contractors' Industrial Union  
 of Employers (C. G. Perrin, Secretary, 34 Florence Avenue,  
 Palmerston North).  
 Pellegrini, Pietro, Stonemason, 126 Adelaide Road, Wellington.  
 Skelton, J., Stonemason, Carlyle Street, Napier.  
 Taylor, J. E., and Sons, Ltd., Monumental Masons, Karori, Wellington.  
 Thoms and Glover, Taita, Hutt Valley.  
 Tong and Hoar, Stonemasons, Karamu Road, Hastings.  
 Tonks, W., Monumental Mason, Karori, Wellington.  
 Wanganui Builders and Contractors' Industrial Union of Employers  
 (E. Walpole, Secretary, P.O. Box 356, Wanganui).  
 Wellington Master Builders and Contractors' Industrial Union of  
 Employers, Wellington.

## NELSON INDUSTRIAL DISTRICT.

Hoar, H., Stonemason, Alfred Street, Blenheim.  
 Miller, G., Stonemason, 35 Hardy Street, Nelson.  
 Simpson, G. M., Stonemason, 77 Collingwood Street, Nelson.

## CANTERBURY INDUSTRIAL DISTRICT.

Builders and Contractors' Association of Canterbury Industrial Union of Employers (W. H. Winsor, Secretary, 95 Gloucester Street, Christchurch).  
 Graham, P., and Son, Ltd., 166 St. Asaph Street, Christchurch.  
 Hall, H. B., Builder and Monumental Mason, Timaru.  
 Harding, W. J., and Co., Stonemasons, 31 Park Avenue, Timaru.  
 Jamieson, J. and W., 573 Colombo Street, Christchurch.  
 McBride, S., Monumental Mason, Stafford Street, Timaru.  
 Mansfield, J. B., Monumental Mason, 40 Manchester Street, Christchurch.  
 Miller, J. H., Stonemason, 37 Hawke Street, Christchurch.  
 Neilsen, G. V., Stonemason, Willis Street, Ashburton.  
 Parsons, G. W., Stonemason, 16 Manchester Street, Christchurch.  
 Rennell Bros., Builders, 48 Disraeli Street, Addington, Christchurch.  
 Silvester and Co., Ltd. (Wendleborn, L., Manager), Monumental Masons, Colombo Street, Christchurch.  
 Silvester, D., Monumental Mason, Durham Street, Christchurch.  
 Smith Stone Co., The O., Manchester Street, Christchurch.  
 South Canterbury Builders and Contractors' Industrial Union of Employers (R. Orwin, Secretary, P.O. Box 164, Timaru).  
 Tait, J., Ltd., Monumental Mason, Dundas Street, Christchurch.  
 Tanson Marble Terrazzo Co., 73 Moorhouse Avenue, Christchurch.  
 Trethewey, W., Monumental Mason, Linwood Avenue, Christchurch.

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

Bingham, H. S., Ltd., Stonemason, Moray Place Dunedin.  
 Coughlan, J. E., Stonemason, 81 Deveron Street, Invercargill.  
 Crombie, J., Stonemason, 11 Ribble Street, Oamaru.  
 Docherty Bros., Stonemasons, Humber Street, Oamaru.  
 Dunedin Builders and Contractors' Industrial Union of Employers (A. S. Cookson, Secretary, P.O. Box 740, Dunedin).  
 Ellis, W., Contractor, Melville Street, Dunedin.  
 Fletcher Construction Co., Ltd., Liverpool Street, Dunedin.  
 Frapwells Ltd., Stonemasons, Princes Street, Dunedin.  
 Fraser, J., and Sons, Ltd., Kelvin Street, Invercargill.  
 Glue Construction Co., Ltd., Anderson Bay Road, Dunedin.  
 Lawrence Bros., Contractors, St. Andrews Street, Dunedin.  
 Leith, W., Contractors, Frederick Street, Dunedin.  
 Lippingwell and Co., Tomahawk Road, Dunedin.  
 Love Construction Co., Contractors, Halsey Street, Dunedin.  
 McBride Bros., Balclutha.  
 Macdonald and Weston, Dee and Leet Streets, Invercargill.  
 McLaren, A., Contractor, Melbourn Road, South Dunedin.  
 McLellan, W., Contractor, McBride Street, South Dunedin.  
 Millin, R., Stonemason, Anderson Bay Road, Dunedin.  
 Shank, A. E., Stonemason, King Street, Dunedin.  
 Simpson and Co., Ltd., Contractors, Police Street, Dunedin.  
 Southland Builders and Contractors' Industrial Union of Employers (J. Wilson, Secretary, North Road, Waikiki, Invercargill).  
 Tillyshort, A. E., Stonemason, Anderson Bay, Dunedin.  
 Williams, E. A., Stonemason, 59 Greta Street, Oamaru.  
 Wood and McCormick, Contractors, Moray Place, Dunedin.

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 21st day of December, 1936, and shall continue in force until the 21st day of December, 1937, 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 16th day of December, 1936.

[L.S.]

— E. PAGE, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. (a) The hours of work for workers coming within the scope of this award shall be eight hours per day, to be worked by arrangement between 7.30 a.m. and 5 p.m. on five days of the week.

(b) Notwithstanding anything to the contrary contained in this award, shifts of eight hours on five days of the week may

be worked on gang-saws and polishing-machines. Workers employed on shifts shall be paid 2s. additional for each complete shift. Shift workers shall be allowed an interval of twenty minutes for a meal without deduction from pay.

#### Wages.

2. (a) The following shall be the rates of wages for the different classes of workers—

	Per Hour.	
	s.	d.
Stonemasons .. .. .	2	7
Head polisher .. .. .	2	4
Polisher, saw-tenders, crane-drivers ..	2	2
All other workers .. .. .	2	0 $\frac{1}{4}$

Provided that stonemasons who are now being paid wages in excess of those specified herein shall not have their wages reduced during the term of this award.

(b) On all outside jobs where four or more workers are employed the stonemason responsible for carrying out the work and who gives instructions to the other workers shall be paid not less than 2s. per day in addition to his ordinary rate of wages. This subclause shall not apply to those head workers already provided for in the above classification.

(c) An additional 1 $\frac{1}{2}$ d. per hour in excess of the above rates shall be paid to every stonemason engaged in working imported sandstone.

(d) When granites are being worked extra remuneration at the rate of 3s. per week shall be added to the wages otherwise paid.

(e) Men working the Dunter or similar type machine shall be paid 10s. per week in excess of the wages otherwise paid unless the machine is fitted with an approved device for the removal of the dust.

(f) All wages shall be paid weekly not later than Friday in the cities of Auckland, Wellington, Christchurch, and Dunedin, and may by agreement between the employer and worker be paid weekly or fortnightly, not later than Friday, in other districts, within fifteen minutes of the termination of the working-hours, either on the works or at the employer's workshop.

On all work coming within the scope of clause 7 (country work) of this award the wages shall be paid at intervals mutually agreed upon between the employer and the workers concerned.

(g) In the event of Friday being a holiday, wages shall be paid under the same conditions as set out in subclause (f) hereof on the day preceding the holiday.

(h) When a worker is discharged he shall be paid without delay, and when a worker leaves a job he shall, on application, be paid within twenty-four hours of leaving.

*Overtime and Holidays.*

3. (a) All work done outside of or 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.

(b) Except in the case of shift workers provided for in clause 1 (b) of this award, any time worked before 7.30 a.m. or after 5 p.m. on five days of the week and before 7.30 a.m. and after 12 noon on Saturdays shall be considered overtime, and shall be paid for in accordance with the rates fixed in subclause (a) hereof.

(c) For work done on Sunday, New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, and Boxing Day double time shall be paid.

(d) Any time worked in excess of five hours without an interval of half an hour for a meal shall be paid for at overtime rates.

*Improvers.*

4. Subject to the approval of the Apprenticeship Committee, in all cases an apprentice having completed his apprenticeship may be employed as an improver for not more than twelve months at 2s. 2½d. per hour.

*Boys and Youths.*

5. Boys and youths under the age of twenty-one years may be employed at work other than stonemason's work at rates of pay not less than those provided in the Factories Act: Provided that any worker attaining the age of twenty-one years shall be paid the rates prescribed in the general wage clause (clause 2) for the class of work he is required to perform, and provided further that the proportion of boys employed shall be not more than one to every four or fraction of the first four adult workers employed, other than stonemasons.

*Suburban Work.*

6. (a) Work done elsewhere than at the shop of the employer and over two and a half miles from the corner of Symonds Street and Khyber Pass in the case of Auckland, or from the Te Aro Post-office in the case of Wellington, or from Cathedral Square in the case of Christchurch, or from the corner of Ingestre Street and the Avenue in the case of Wanganui, or from the chief or principal post-office in any other city or town or borough, shall be considered suburban

work, and journeymen employed thereon shall either proceed to and from such work or they shall be conveyed to and from such work at the expense of the employer, as the employer shall determine. Time reasonably occupied by the workers in travelling, or time occupied in conveying the workers to and from such work beyond the two and a half miles, shall be allowed and paid for by the employer. No journeyman residing less than two and a half miles from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause. For the purpose of this clause all distances shall be measured by the nearest convenient mode of access for foot passengers.

(b) If any journeyman is required to use the ferry for the purpose of going to or returning from any place outside his employer's shop where the work is to be done his fare shall be paid by the employer.

(c) On suburban work where, by reason of train, tram, ferry, or other public conveyance it is inconvenient to work the hours specified in clause 1 hereof, it shall be competent for the worker and the employer to agree that the hours of work be extended, provided that in no case shall the hours exceed nine per day. Any time worked in excess of nine hours shall be considered overtime, and be paid for at the rate prescribed in clause 3 (a) hereof.

(d) The foregoing shall not restrict the right of any employer to employ any worker who applies on a suburban job for work thereon, without making any payment in respect of the cost of fares or time spent in travelling to or returning from any such suburban job.

#### *Country Work.*

7. (a) Should a worker be required by his employer to proceed to work in the country at such a distance from his usual place of employment that he is unable to return to his usual place of abode on the same day the employer shall either provide such worker with suitable board and lodgings or in lieu thereof pay him an additional sum of 5s. per day for each working-day.

(b) Workers who are required to proceed to country work as aforesaid shall be conveyed by the employer to and from such work free of charge, or their travelling-expenses going to and returning from such work shall be paid by the employer, but once only during the continuance of the work unless the worker is recalled and again sent to the job.

(c) When the work is situated less than fifty miles from the employer's place of business the worker shall be refunded his return railway fare to and from the place of engagement once every four weeks during the continuance of the work.

(d) When the work is situated over fifty miles from the employer's place of business the refund shall be made once in each three months.

(e) Time occupied in travelling shall be paid for once each way at ordinary rates, but no journeyman shall be paid more than an ordinary day's wage for any day occupied by him in travelling, although the hours may exceed eight, unless he is on the same day occupied in working for his employer: Provided that any journeyman who is called upon to travel more than four hours on a Saturday shall be paid for eight.

(f) Time occupied in travelling to the work shall be paid for at ordinary rates, except that not more than an ordinary day's wages shall be paid for time spent in travelling on any day.

(g) The foregoing shall not restrict the right of any employer to employ any worker who applies on a country job for work thereon, without making any payment in respect of fares, travelling-time, or board and lodgings, except that in the event of there not being suitable accommodation available within a reasonable distance of the job the employer shall provide suitable accommodation for all employees.

(h) Notwithstanding anything contained herein, an employer may agree with any worker that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed: Provided, however, that all time worked outside or in excess of such prescribed hours shall be considered overtime and shall be paid for at the rate of 1d. an hour in addition to the ordinary rates.

#### *General Conditions.*

8. (a) Employers shall provide all tools with the exception of Oamaru stone tools and fixing tools, mallets, mash-hammers, and squares, and all tools shall be sharpened at the employer's expense.

(b) Any worker employed in turning where the air is impregnated with dust shall be paid 3d. an hour extra for such work.

(c) No piecework shall be permitted.

(d) Employers shall erect suitable rainproof sheds for masons and carvers to the satisfaction of the local Inspector of Factories on all jobs of more than fourteen days' duration.

(e) Any worker required to work in a compartment or confined space where the heat exceeds 120 degrees Fahrenheit shall be paid at double rates. No worker shall be compelled to work in any place where the temperature has been raised above 150 degrees.

(f) Workers engaged in the demolition of a building or any part thereof where dust is caused through the falling of



brick walls or plaster or old wooden ceilings, or in repairs to or demolition of any buildings or fittings destroyed or damaged by fire which necessitates the handling of charred timber, shall be paid 3d. per hour extra while so engaged.

(g) Where workers are employed on carborundum saws or machines or diamond saws and are working in water the employer shall supply such workers with proper gum boots, or they shall be paid 3d. per hour extra.

(h) Employers shall provide proper sandstone or other grinding facilities for tools, either at the workshop or on each job, for the use of the workers.

(i) Where a worker has been regularly employed for two weeks or more he shall, on being discharged, be entitled to be given two hours' notice, or he shall receive two hours' extra pay in lieu of notice. When a worker leaves for any reason other than illness, he shall give his employer or the foreman in charge two hours' notice of his intention to leave.

(j) The space between freestone bankers on which masons are working or between masons cutting freestone, shall be not less than 4 ft., and on trachyte or granite, not less than 6 ft. No banker shall be nearer than 20 ft. from a saw, or 30 ft. from a planing-machine, freestone-lathe, or surfacing-machine, unless such machines are properly protected, and unless the workers are properly protected from excessive noise or from dust or vibration arising from the operating of these machines. Should any difference of opinion exist between the employers and the workers concerned as to whether a worker is properly protected or otherwise, then the matter shall be determined by the Disputes Committee as provided in clause 12.

(k) Pneumatic hand-chiselling or hand-surfacing machines over 1½ in. in calibre shall not be used. Machines of larger calibre of the Dunter or similar type, where the weight and repercussion of the tool are taken by a rigid framework, shall be fitted with a sleeve or equivalent device to reduce vibration to a minimum; and for the purpose of preventing dust from being inhaled by the workers operating such machines, a water jet shall be fitted, or an efficient suction or blast device provided. Workers shall not be required to operate such machines in any manner other than that recommended by the manufacturers.

(l) A reasonably sound-proof messroom shall be provided for the workers.

(m) No stonemason shall use the exhaust of a pneumatic tool to blow away the dust from his job.

#### *Conveniences.*

9. Employers shall provide for all workers necessary sanitary conveniences, which shall be kept clean, and a person provided for the purpose of making tea at meal-time; and a properly

secured place for workers' tools; and accommodation to the satisfaction of the Inspector of Factories to enable workers to change and dry their clothes and have their meals.

*Meal-money.*

10. Employers shall allow meal-money at the rate of 1s. 6d. per meal when workers are called upon to work overtime after 6 p.m. on any day or after 1 p.m. on Saturday, provided such workers cannot reasonably get home for their meals, and provided further that they have not been notified of such overtime on the day preceding the working of such overtime.

*Definition.*

11. (a) Stonemasons are men qualified and engaged to build, fix, or cut, shape, and finish any class of work, either in sandstone, trachyte, granite bluestone, limestone, or marble, and to fix and cut terracotta and to fix, dress, or polish terrazzo or other artificial stone.

(b) The cleaning down and pointing of stone buildings shall be deemed to be work coming within the provisions of this award, and where stonemasons' tools are used the work shall be done by stonemasons.

(c) All carborundum saws and diamond saws and surfacing machines shall be worked by qualified stonemasons.

(d) No man shall be classed as a stonemason unless he is entered upon the books of the union as such.

*Disputes.*

12. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award or any of them, as to any matter whatsoever arising out of or connected therewith, and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

*Workers to be Members of Union.*

13. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position

or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

#### *Under-rate Workers.*

14. (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.

*Scope of Award.*

15. This award shall operate throughout the Northern, Taranaki, Wellington, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

*Term of Award.*

16. This award shall come into force on the 21st day of December, 1936, and shall continue in force until the 21st day of December, 1937.

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 16th day of December, 1936.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matter referred to the Court was the question of an extra payment of 3s. per week for men working granite.

It was contended by the employers that this payment was originally given as a return to the workers for wear-and-tear on cutting-tools supplied by the workers, and that the practice is now for the employers to supply these tools.

The allowance was, however, granted by the Court in 1929 at a period when the employers supplied such tools, and for this reason the allowance is continued in this award.

The provisions of the amending Act of 1936 relating to hours of work render it necessary for the Court to make a slight alteration to the country-work clause as agreed on by the parties. A provision has accordingly been inserted describing the additional hours worked on country jobs as overtime and prescribing therefor an extra payment of 1d. per hour.

Mr. Monteith is not in agreement with the rate fixed for overtime on country work. His dissenting opinion is attached.

E. PAGE, Judge.

DISSENTING OPINION OF MR. MONTEITH.

I dissent from the new low level of overtime payment. These men have to work forty hours per week, and then receive a payment of 1d. per hour overtime.