

NORTHERN INDUSTRIAL DISTRICT **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 Auckland Builders' General and Other Labourers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Auckland.

Barbarich, J., Panorama Road, Ellerslie, S.E. 6.

Bray and Co., Ltd., Queen Street, Onehunga, S.E. 5.

Cowperthwaite, W. T., Disraeli Street, Mount Eden, S. 1.

Craig, J. J., Ltd., Queen Street, C. 1.

Ferguson and Kew, 167 Great South Road, Ellerslie, S.E. 6.

Morgan and Docherty, Three Kings, Mount Eden, S. 1.

Pascoe, E., Gillies Avenue, Epsom, S.E. 1.

Smale, W. and H., Takapuna, N. 2.

Winstone Ltd., Queen Street, C. 1.

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 20th day of December, 1937, and shall continue in force until the 20th day of December, 1938, 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, 1937.

[L.S.]

P. J. O'REGAN, Judge.

SCHEDULE.

Hours of Work.

1. The ordinary hours of work shall not exceed forty per week, nor more than eight per day on five days of the week, Monday to Friday, both days inclusive.

Overtime.

2. (a) Time worked on any one day in excess of the hours mentioned in the preceding clause shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first four hours and at double time rates thereafter.

(b) Time worked on Saturday between 8 a.m. and noon shall be paid for at the rate of time and a half. Time worked on Saturday after noon shall be paid for at the rate of double time.

Holidays.

3. For work done on Sundays, New Year's Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Christmas Day, and Boxing Day double rates shall be paid.

Wages.

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

	Per Hour.	
	s.	d.
Tool-sharpeners, popper-drill men, hammer- and-drill men, and shotfirers ..	2	6
Spallers and other workers ..	2	4

Payment of Wages.

5. Wages shall be paid not later than Thursday of each week during working-hours.

Termination of Engagement.

6. All wages shall be paid on the dismissal of the worker. When a worker leaves his employer of his own accord, all wages due to him shall be paid by the employer within twenty-four hours.

Tools.

7. All tools shall be supplied by the employer.

Accidents.

8. 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.

Piecework.

9. Workers covered by this award shall be prohibited from working piecework, except in the case of mutual agreement between the workers' union and the employer.

Accommodation.

10. Each employer shall provide, where reasonably necessary, accommodation to the satisfaction of the Inspector of Awards to enable workers to change and dry their clothes and have their meals. Such accommodation shall be for the use of all workers on the job. No lime, cement, or tools shall be stored in the change-house. The employer shall also provide proper sanitary

accommodation for the workers, and make provision for boiling water for meals. The employer shall be responsible that such accommodation is kept reasonably clean.

Matters not provided for.

11. Any dispute in connection with any matters not provided for by this award shall be settled by 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 for the district, 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.

Workers to be Members of Union.

12. (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 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.)

Right of Entry upon Premises.

13. The secretary or other authorized officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all

reasonable times upon the premises or works, and there interview any workers, but not so as to interfere unreasonably with the employer's business.

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.

Application of Award.

15. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is when this award comes into force or at any time whilst this award is in force connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award.

16. This award shall apply to workers employed in quarries and scoria-pits in the Northern Industrial District.

Term of Award.

17. This award shall come into force on the 20th day of December, 1937, and shall continue in force until the 20th day of December, 1938.

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, 1937.

[L.S.]

P. J. O'REGAN, Judge.

MEMORANDUM.

The principal matters referred to the Court were those relating to hours of work, wages, overtime, and holidays. These the Court has settled in accordance with recent decisions, and in line with relevant provisions in the recently made award for all classes of general labourers, which covers practically the whole of the Dominion outside the Northern Industrial District.

P. J. O'REGAN, Judge.
