

NORTHERN INDUSTRIAL DISTRICT **LIME-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") :—

Te Kuiti.

Agricultural Lime Co.
 Blackman, A.
 Hangatiki Lime Co.
 Laurie, G.
 Nord Lime Co.
 Superfine Co.
 Waitomo Lime Co.
 Wilsons' Lime Co.
 Wood, R.
 Worth's Lime Co.

Auckland.

Bray and Co., Ltd., Queen Street, Onehunga, S.E. 5.
 Craig, J. J., Ltd., Queen Street, C. 1.
 Kopu Calcined Shell Lime Co., Ltd., Shortland Street, C. 1.
 Miranda Shell Lime Development, Ltd., 10 Quay 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. (a) For workers employed on work incidental to or connected with the manufacture of burnt lime, the ordinary hours of work shall be forty-four per week, not more than eight hours per day to be worked from Monday to Friday, both days inclusive, and four hours on Saturday.

(b) For workers employed on work incidental to or connected with the manufacture of carbonate of lime, or of shell lime, the ordinary hours of work shall be as follows:—

- (i) During the busy six months of the year, forty-four hours per week, not more than eight hours per day to be worked from Monday to Friday, both days inclusive, and four hours on Saturday.
- (ii) During the remaining six months of the year, forty hours per week, not more than eight hours per day to be worked from Monday to Friday, both days inclusive.

(c) The employer of workers coming under subclause (b) (i) of this clause shall notify the District Inspector of Awards, before commencing to work the forty-four hours' week, the period selected during which such hours are to be worked.

(d) Shifts may be worked where necessary, and in such cases shifts shall consist of not more than eight hours, including crib-time, which shall be paid for.

Wages.

2. (a) The following shall be the minimum rates of wages:—

		Per Hour.	
		s.	d.
Burner in sole charge	..	2	7
Tool-sharpeners	2	6
Popper-drill men	2	6
Hammer and drill men	2	6
Shot-firers	2	6
Men cleaning hot pits	2	5
Truckers	2	5
Feeders to crusher	2	4½
Baggers	2	4½
All other workers	2	4

(b) Men on afternoon or night shift shall be paid 1s. per shift extra.

(c) Wages shall be paid weekly not later than Thursday and in working hours, but, by mutual agreement between an employer and workers, wages may be paid at longer intervals.

Overtime.

3. Time worked on any one day in excess of the hours mentioned in clause 1 hereof 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.

Holidays.

4. (a) The following shall be observed as holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, and the birthday of the reigning Sovereign.

(b) When any of the holidays mentioned in subclause (a) hereof falls on a working-day, payment shall be made for same, as if worked, at ordinary rates of wages.

(c) For work done on any Sunday payment shall be made at double time rates.

(d) For work done on any of the holidays mentioned in subclause (a) hereof payment shall be made at the rate of double time, in addition to any payment the worker may be entitled to under subclause (b) hereof.

Termination of Employment.

5. When a worker is dismissed, he shall be paid all wages due to him on dismissal. When a worker terminates his engagement, he shall be paid all wages due to him within twenty-four hours.

Tools.

6. All tools shall be supplied by the employer.

Accidents.

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

Accommodation.

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

Extension of Hours under Factories Act.

9. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by such award.

Workers to be Members of Union.

10 (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.

11. (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.

12. 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.

13. This award shall operate throughout the Northern Industrial District.

Term of Award.

14. 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.

With regard to hours, the Court has followed its decision on the application for an extension of the hours allowed by the Factories Amendment Act, 1936, as set out in Book of Awards, Vol. XXXVI, p. 360.

In respect of wages, these have been brought into line with the recent pronouncement, while overtime rates also are in accordance with usual practice.

With regard to holidays, the Court must, in respect of those workers who are factory workers, follow the requirements of the Factories Act, and, while some of the workers covered by this award are not subject to the provisions of the Factories Act, the Court felt that it could make no distinction between two classes of workers who work closely together in the same industry.

The Victor Plaster Co. has been struck out from the list of parties, as the Court considers that the industry carried on by this company would not be properly covered by this award. It is suggested that the union take steps to obtain an agreement containing conditions suitable to the carrying on of the industry of plaster-manufacturing.

P. J. O'REGAN, Judge.