(122.) OTAGO BRICKMAKERS.—RECOMMENDATIONS.

In the Otago and Southland Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900"; and in the matter of a dispute between the Otago Brickmakers' Industrial Union of Workers and the undermentioned master brickmakers: Thomas Todd and Sons, Waikiwi; Allandale Coal Company, Shag Point; Anderson Bay Brick, Tile, and Stone Company (Limited); T. W. and A. Buxton, Makarewa; Sampson Buxton, Brown's; William Cottee, Waimate; James Fibery, Tisbury; George Goodwin, Niagara; G. and W. Gore, 36, Cumberland Street South; Walter Hales, Queenstown; William Halsey, Fairfield; William Hamilton, jun., Milton; Thomas Hodgkinson, Makarewa; John Horscraft, Evansdale; Invercargill Brick and Tile Company (Limited), Don Street, Invercargill; J. Edmond Jones, Milton; George Jones, Milton; Thomas Jones, Longbush; James McBride, Main Road, North-east Valley; J. McSkimming and Son, Stirling; Phillip Miller, Waikiwi; Ernest South, Fairfield; C. Meyer and Sons, Waikiwi; William Parker, Alexandra; John Norton, Pukerau; Oxenbridge Bros., Tisbury; C. and W. Shiels, Caversham; Rockyside Brickworks, Caversham (J. Hobbs, manager); Shag Point Coal Company, 2, Vogel Street; Robert West, Fairfield.

THE Conciliation Board for the Industrial District of Otago and Southland, having received the necessary proofs establishing its jurisdiction in the above matter, and having heard the parties and their evidence, and having carefully inquired into the said dispute, recommends as follows:—

That the parties to the said dispute enter into an industrial agreement for a period commencing after the expiry of one month from the filing hereof, and enduring until the 1st day of April, 1904; the agreement to contain the following provisions:—

1. A week's work shall consist of forty-eight hours, save during the months of June, July, and August, when it shall consist of forty-four hours. The daily hours shall be regulated according to the custom of each establishment, and in case of difference shall be settled as a detail dispute. These hours shall not apply to burners, who are to work twelve-hour shifts through the week while the burning is going on.

2. The following minimum wages shall be paid for competent men: (*a*) Competent burners capable of working as labourers, £2 10s. per week; (*b*) setters, 1s. per hour; (*c*) drawers, 1s. per hour; (*d*) off-bearers and temperers, 10½d. per hour; (*e*) competent labourers, 10½d. per hour.

3. Men employed at other than their ordinary work are to be paid according to the rate applicable to such employment.

4. Boys may be employed at work which they are competent to perform at wages to be agreed upon between the union and the employer, or, failing such agreement, to be settled by the Chairman of the Board.

5. Wages are to be paid fortnightly, and when a man is discharged he is to be paid his whole earnings at once.

6. The following holidays are allowed, viz.: New Year's Day, Good Friday, Easter Monday, King's Birthday, Labour Day, Prince of Wales' Birthday, Christmas Day, and Boxing Day. Overtime for holidays to be paid for at the following rates: For Sunday, Good Friday, and Christmas Day, time and a half; and for other holidays, time and a quarter. The Sunday overtime rate does not apply to burners.

7. For overtime beyond the stated hours time-and-a-quarter rate shall be paid for the first two hours, and thereafter time and a half. Each day shall stand alone for the purpose of reckoning overtime.

8. Any employee not capable, by reason of old age, youth, infirmity, or other incapacity, of earning the minimum wage fixed for his class, and wishing to have employment or retain his present employment, shall apply to the Industrial Union of Workers for a permit to work for such less rate of pay as shall be agreed upon between the chairman or secretary of the said union and the employer from whom employment is sought, or, should they be unable to agree, at such rate as shall be fixed by the Chairman of the Conciliation Board; such permit shall in the first instance be for six months, but thereafter it shall continue in force until cancelled or amended by agreement or by order of the Chairman of the Board made on the application of either party.

9. All detail disputes respecting matters arising out of this agreement shall be settled by agreement with the secretary or president of the union, or, upon failure so to settle them, shall be referred to the Chairman of the Board, whose decision shall be final.

Dated this 18th day of April, 1902.

FREDK. CHAPMAN, Chairman.

The Board has given a great deal of time and attention to the consideration of this dispute, and has taken a large amount of evidence. The evidence is in many respects unsatisfactory. It appears to the Board, on the whole, that each branch of the work in a brickyard where bricks are made by machinery may be learned by an intelligent labourer in a comparatively short time. The work is, however, in some respects hard on the men employed. The rates fixed are generally those fixed in the district for somewhat specially skilled day-labourers. There is evidence that in the country men slightly less capable may be obtained at 6s. and 6s. 6d. These men

would be entitled to apply under clause 8 to be allowed to work at lower than the standard minimum until (in the case of young men) they have become fully competent.

There was evidence before the Board that in one yard men who were disabled by accident or bodily defect from working as competent labourers proved to be capable of acting as burners. From its own observation of this occupation the Board see that this is quite possible. Such men also are entitled to come under clause 8.

As to some of the classes covered by the claim there was no evidence whatever. As to them the Board has no recommendation.

No case has been made out for preference to members of the union.

(**123.**) OTAGO TAILORESSES —AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and of "The Industrial Conciliation and Arbitration Act Amendment Act, 1901"; and in the matter of an industrial dispute between the New Zealand Federated Tailoresses' and other Clothing Trade Employees' Union (hereinafter called "the union") and the New Zealand Clothing Manufacturers' Association (hereinafter called "the employers").

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard the employers 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 on the union and upon every member thereof and upon the employers and upon each and every of them, and 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, observe, and perform the same. And the Court doth hereby award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule shall constitute a breach of this award, and that the sum of £100 shall be the