

## (2122.) CANTERBURY BRICK, POTTERY, PIPE, TILE, AND CLAY WORKERS.—AWARD.

In the Court of Arbitration, New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendment; and in the matter of an industrial dispute between the Canterbury Brick, Pottery, Pipe, Tile, and Clay Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):

- Adams, L., Colombo Street, Sydenham.
- Austin, W., Madras Street, Sydenham.
- Brightling, J., Cashel Street, Christchurch.
- Christchurch Brick Company, Tuam Street, Christchurch.
- Christchurch Gas Company, Worcester Street, Christchurch.
- Crum Bros. and Dhyberg, Ashburton.
- Cooksley, J. H., Grange Street, Christchurch.
- Flavell, M., Hillsborough, Woolston.
- Glenmore Brick Company, Hereford Street, Christchurch.
- Greig, J., Longbeach, Ashburton.
- Hills, A. W., Rangiora.
- Homebush Pottery Company, South Malvern.
- Kirk, H. B., Timaru.
- Prisk, J. H., Corsair Bay, Lyttelton.
- Quinn, W., Waikihiki.
- Temuka Brick Company, Temuka.
- Wallace and Smith, Cashel Street, Christchurch.

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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 16th day of May, 1910, and shall continue in force until the 16th day of May, 1913.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereto set his hand, this 16th day of May, 1910.

— W. A. SIM, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. The week's work shall consist of forty-eight hours. Work shall commence not earlier than 7.30 a.m. on each day of the week, and cease not later than 5.30 p.m. on each day, except Saturday, on which day work shall cease at 12 noon. In cases where forty-eight hours shall not have been worked during the week it shall, when at the request of the employer, be optional for the men to make up the lost time by working on Saturday afternoons.

##### *Piecework Rates for Brickmakers.*

2. Competent moulders shall be paid at the rate of 8s. per thousand for square bricks, and 9s. 6d. per thousand for fancy bricks. A reasonable supply of sand shall be kept by the employers. Competent setters and drawers shall be paid 3s. 9d. per thousand for square bricks and 5s. 6d. per thousand for fancy bricks.

Competent off-bearers from wire-cut machines shall be paid 10½d. per thousand.

Off-bearers for fancy bricks from machines to be paid day-work.

##### *Rates of Wages.*

3. (a.) All workers employed in or about brick or pottery works shall be paid not less than 1s. per hour.

(b.) Youths up to the age of twenty-one years shall be paid as follows: Fourteen to sixteen years of age, 12s. per week; sixteen to seventeen years of age, 15s. per week; seventeen to eighteen years of age, 18s. per week; eighteen to nineteen years of age, £1 1s. per week; nineteen to twenty years of age, £1 4s. per week; twenty to twenty-one years of age, 5s. per day of eight hours.

##### *Kiln-burners.*

4. Kiln-burners shall be paid not less than 1s. per hour for day-burners and 10½d. per hour for night-burners. The ordinary

meal-hour shall be allowed to day-burners, and one hour shall be allowed to night-burners for a meal during each night shift. The other provisions of this award shall not apply to kiln-burners.

*Under-rate Workers.*

5. (a.) Any worker who for any cause is incapable of earning the minimum wage may be paid such lower wage as may be from time to time 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 may 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 and his employer 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 worker 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 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.

*General Clauses.*

6. No boy under sixteen years of age shall be allowed to do cutting-off from any brick-machine, and no worker under the age of twenty shall be allowed to off-bear permanently from any brick-machine.

7. Wages shall be paid weekly or fortnightly, at the option of the employer.

8. If any employer shall sublet any part of his works or plant, the person to whom he shall have sublet the same shall in all respects abide by and perform all the terms and conditions of this award. If such person shall fail to do so, then both employer and such person shall be liable for a breach of award.

*Overtime.*

9. Overtime shall be paid for at the rate of time and a quarter for all employees.

*Holidays.*

10. The following shall be the recognised holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Show Day, Christmas Day, and Boxing Day. Work done on Sundays, Christmas Day, and Good Friday shall be paid for at the rate of time and a half. Work done on any of the other holidays specified shall be paid for at the rate of time and a quarter.

*Preference.*

11. If any employer shall hereafter engage any worker who shall not be a member of the union, and who within one calendar month after his engagement shall not become and remain a member of the union, 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.

12. This provision shall operate only if and so long as the rules of the union shall permit any worker of good character coming within the scope of this award to become a member of the union upon payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

*Term of Award.*

13. The term of this award is three years from the 16th day of May, 1910.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 16th day of May, 1910.

W. A. SIM, Judge.

*MEMORANDUM.*

The union asked the Court to fix the rates of wages at those fixed by the Auckland award (Book of Awards, Vol. x, p. 162). The evidence called by the employers made it clear that the cost of production in Christchurch is much greater than in Auckland, owing to the expense of obtaining clay, and that Auckland pipe and tile manufacturers are able to compete successfully in the Christchurch market. In the circumstances the Court did not feel justified in fixing the rates any higher than those fixed by the last award (Book of Awards, Vol. vii, p. 304). That award did not include pottery-workers, and they are now included in the present award.

W. A. SIM, Judge.