

(2149.) SOUTHLAND BRICK AND TILE MAKERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland 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 Southland Brick and Tile Makers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Frisby, W., Brown's.

Hodgkinson, T. E., and Co., Makarewa.

Holland, James, Gore.

Myers Bros., Waikiwi.

Norton, John, Pukerau and Gore.

Tisbury Brick Company, Tisbury.

Todd, J. R., and Co., Waikiwi.

Todd, T., and Sons, Waikiwi.

Woodnorth, Henry S., Gap Road, Winton.

THE COURT OF ARBITRATION OF NEW ZEALAND (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute and the agreement arrived at by the parties, and in order to give effect to the application of all the parties that the terms and conditions agreed to be embodied in this award, 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 1st day of September, 1910, and shall continue in force until the 1st day of August, 1913.

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 12th day of August, 1910.

W. A. SIM, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. The hours of work for all men employed in the brick and tile making industry or any work in connection therewith shall be forty-eight per week. For five days in the week work shall commence at 7.45 a.m. and cease at 5.15 p.m.; three-quarters of an hour shall be allowed for dinner. On Saturdays work shall commence at 7.45 a.m. and cease at noon. Should any time not be worked during the hours herein prescribed, the employer shall have the right to make it up on Saturday afternoon of the same week, providing this is done between the hours of 1 p.m. and 5 p.m. Burners to work on twelve-hour shifts, or as may be arranged.

##### *Wages.*

2. The following shall be the minimum rate of wages to be paid by employers to their workers: Burners, 10s. per shift of twelve hours; engine-drivers who are competent engineers and fitters, 1s. 3d. per hour; all other workers over the age of twenty-one years, 1s. per hour.

##### *Employment of Youths.*

3. The following shall be the rate of wages paid to youths under the age of twenty-one years: From 16 to 17 years of age, 15s. per week; from 17 to 18 years of age, 18s. per week; from 18 to 19 years of age, £1 1s. per week; from 19 to 20 years of age, £1 4s. per week; from 20 to 21 years of age, 5s. per day of eight hours.

##### *Payment of Wages.*

4. Wages are to be paid fortnightly, and when a man is discharged he shall be at once paid all wages due to him.

*Overtime.*

5. All time worked beyond the hours herein prescribed shall be paid for at the rate of time and a quarter for the first two hours, and time and a half after. Should a breakdown in the machinery necessitate work of longer hours than the hours herein set forth, such work shall be paid at the ordinary rates of pay.

*Holidays.*

6. Double time shall be paid for all work done on Sundays, Christmas Day, Good Friday, and Labour Day, and time and a half for all work done on Boxing Day, New Year's Day, Easter Monday, and the birthday of the reigning sovereign.

The union and the employers may mutually agree to observe any of the above-mentioned holidays on other than the exact date. No extra rates shall be paid to burners for necessary attendance in burning on Sundays or holidays.

*Tools.*

7. All tools are to be found by the employer.

*Preference.*

8. If and so long as the rules of the union permit any person of good character, upon payment of an entrance fee not exceeding 5s. and a subsequent contribution not exceeding 6d. per week, upon a written application to the secretary by such person stating his desire to join the union, without ballot or other election, to become and remain a member thereof, employers shall employ such members of the union in preference to non-members, providing there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it.

*Scope of Award.*

9. This award shall apply only to employers carrying on business as brick and tile manufacturers in the Southland portion of the industrial district.

*Term of Award.*

10. This award shall come into force on the 1st day of September, 1910, and shall remain in force until the 1st day of August, 1913.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 12th day of August, 1910.

W. A. SIM, Judge.

## MEMORANDUM.

This award embodies, without alteration, the agreement of the parties.

W. A. SIM, Judge.