

(2384.) AUCKLAND BRICK, POTTERY, AND CLAY WORKERS.—AWARD.

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

- Archibald Bros., Waikumete, Auckland.
- Auckland Gas Company, Auckland.
- Avondale Brick and Pottery Company.
- Bryant, Peter, Custom Street West, Auckland.
- Carder Bros., Ponsonby, Auckland.
- Clark, R. O., Hobsonville, Auckland.
- Coates (Limited), Huntly.
- Drury Fireclay, Brick, and Pottery Company (Limited),
85 Queen Street, Auckland.
- Duder Bros., Devonport, Auckland.
- Exler, M., and Son, Avondale, Auckland.
- Gardner Bros. and Parker, New Lynn, Auckland.
- Grainger, John, Whitford Park, Auckland.
- Hepburn Bros., New Lynn, Auckland.
- Laurie Bros., Henderson, Auckland.
- New Zealand Brick, Tile, and Pottery Company, New Lynn,
Auckland.
- North, W., Te Awamutu.
- North, James, Te Awamutu.
- Thomas Bros., New Lynn, Auckland.

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 9th day of October, 1911, and shall continue in force until the 3rd day of October, 1914.

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 3rd day of October, 1911.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

1. (a.) The week's work shall consist of not more than forty-eight hours, except in the case of burners, who may be required to work shifts not exceeding twelve hours while the burning is going on.

(b.) The daily hours shall be regulated according to the custom of each establishment, and any dispute arising in connection with the arrangement of such hours shall be settled in the manner hereinafter prescribed for the settlement of disputes.

(c.) Nothing herein contained shall be deemed to prevent employers and their men from so arranging their hours that a Saturday half-holiday may be kept, or from working a less number of hours than forty-eight per week, if any employer shall think fit so to do.

(d.) Except in the case of burners, the day's work shall not, in cases where a Saturday half-holiday is not observed, exceed eight hours. In cases where a Saturday half-holiday is kept the day's work shall not exceed for the days from Monday to Friday, both inclusive, eight hours and three-quarters, and four hours and a quarter on Saturday.

(e.) Such hours may be worked by shifts, either by night or day.

(f.) Workers shall not be required to work continuously for more than five hours without an interval of at least three-quarters of an hour for a meal.

(g.) Notwithstanding anything provided in this clause, the working-hours may be altered so as to comply with the provisions of clause 3 hereof relating to overtime, but in no case shall the worker be required to make up time lost through wet weather or for holidays mentioned in this award.

Rates of Wages.

2. The following shall be the minimum rates of wages for all workers employed in and about brick and pottery works:—

(a.) Setters and drawers, 1s. 1½d. per hour. Pipe hands—Flangers in the solid, 1s. 3d. per hour; moulders and stickers, 1s. 2d. per hour. Pipe-kiln burners—Finisher burners, 1s. 3d. per hour; assistant burners, 1s. per hour. A pipe-kiln burner, after finishing a kiln, shall be kept on as a day worker. Competent burners in Hoffman kiln, 1s. per hour.

(b.) All other workers over the age of twenty-two years, 1s. 0¾d. per hour when such workers are not engaged by the week, and £2 5s. per week when such workers are engaged by the week. When a worker is engaged by the week no deduction shall be made from his weekly wage save for time lost through his own default.

(c.) Workers under and up to the age of twenty-two years: Sixteen to seventeen years of age, £1 per week; seventeen to eighteen years of age, £1 4s. per week; eighteen to nineteen years of age, £1 6s. per week; nineteen to twenty years of age, £1 10s. per week. (These workers shall be deemed to be weekly hands, and only time lost through their own default shall be deducted from their weekly wage.) Twenty to twenty-two years of age, 1s. per hour.

(d.) All wages to be paid weekly or fortnightly.

(e.) When a worker is employed two-thirds of his time in any capacity he shall be paid the rate of wages for that class of employment.

Overtime.

3. Overtime shall be paid for at the rate of time and a quarter. Overtime to youths up to the age of twenty years, 9d. per hour. Each week shall stand alone for the purpose of reckoning overtime. The provisions of this clause shall not apply to workers whose duty it is to get up steam for the time necessarily occupied in getting up steam.

Holidays.

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

(b.) Work done on Good Friday and Christmas Day shall be paid for at the rate of time and a half, and on other holidays at the rate of time and a quarter. Work done on Sundays shall be paid for at the rate of time and a half. No extra rates shall be paid to burners for necessary attendance in burning on Sundays and holidays, or to workers attending to drying goods when absolutely necessary to prevent loss. In the event of any dispute arising as to the absolute necessity of the work required to be done under this clause, the same to be decided by a committee of three workers who are engaged in attending to drying goods,

the majority of whom shall determine whether the work is absolutely necessary.

The provisions of this clause to apply only to work required to be done between the hours of 8 a.m. and 5 p.m.

Under-rate Workers.

5. Any worker who considers himself incapable of earning the minimum rate of wages herein prescribed may be paid such less wage as may from time to time be agreed upon in writing between the president or secretary of the union, the employer from whom employment is sought, and the worker. In default of such agreement as may from time to time be fixed in writing by the local Inspector of Factories, twenty-four hours' notice in writing of the application to such Inspector shall be first given to the secretary of the union by the said worker, and the said secretary of the union and the said employer shall be entitled to be heard by such Inspector.

Preference.

6. 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.

7. 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.

Scope of Award.

8. This award shall apply to employers carrying on business in the Northern Industrial District, but shall not extend to the Poverty Bay District, which lies outside a line drawn from the East Cape along the main range to the boundary of the Wellington Industrial District.

Term of Award.

9. This award shall come into force on the 9th day of October, 1911, and shall continue in force until the 3rd day of October, 1914.

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 3rd day of October, 1911.

W. A. SIM, Judge.

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MEMORANDUM.

This award embodies, without alteration, the recommendation of the Conciliation Council, which the parties agreed to accept.

W. A. SIM, Judge.