

(5187.) CANTERBURY BRICK, POTTERY, PIPE, AND TILE
WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury 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 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, Luke, Colombo Street, Sydenham, Christchurch.

Austin, W., Madras Street, Sydenham, Christchurch.

Brightling, J., Cashel Street, Christchurch.
 Christchurch Brick Company, Tuam Street, Christchurch.
 Cooksley, J. H., Grange Street, Opawa, Christchurch.
 Cooper, A., Saltwater Creek, Timaru.
 Cotte, W., Waimate.
 Crum Bros. and Dhyrberg, Ashburton.
 Glenmore Brick and Tile Company, Hillsborough.
 Grigg, J., Longbeach, Ashburton.
 Hills, W., Rangiora.
 Homebush Pottery Company, South Malvern.
 Hunt, J., Wilson Street, Timaru.
 Kirk and Goddard, Kensington, Timaru.
 Kirk, H. B., Timaru.
 Prisk, J. H., Corsair Bay, Lyttelton.
 Quinn, W., Waikikihi.
 Savage and Weastall, Wildberry Street, Woolston, Christchurch.
 Temuka Brick and Tile Company, Temuka.

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 28th day of April, 1919, and shall continue in

force until the 28th day of April, 1921, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 April, 1919.

T. W. STRINGER, 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 be lawful for the men to make up the lost time by working on Saturday afternoon if they so desire, but provided always that the employer consents thereto.

Piecework.

2. Piecework may be worked at rates to be mutually agreed upon between the union and the particular employer concerned.

Rates of Wages.

3. (a.) All adult workers employed in or about brick or pottery works shall be paid not less than 1s. 3½d. per hour.

(b.) In addition to the above rate there shall be paid to all such workers a bonus of 2½d. per hour unless and until the Court shall otherwise order.

(c.) Youths up to the age of twenty years shall be paid as follows: Fourteen to sixteen years, 15s. per week; sixteen to seventeen years, £1 per week; seventeen to eighteen years, £1 5s. per week; eighteen to nineteen years, £1 10s. per week; nineteen to twenty years, £1 15s. per week; and thereafter the minimum rate for adult workers.

Kiln-burners.

4. (a.) Kiln-burners shall be paid not less than 1s. 3½d. per hour for day burners, and 1s. 2d. 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.

(b.) To all kiln-burners there shall be paid, in addition to the above rates, a bonus of 2½d. per hour unless and until the Court shall otherwise order.

(c.) The provisions of this award, other than those contained in clause 4 hereof, shall not apply to kiln-burners.

Under-rate Workers.

5. (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 Factories 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 years shall be allowed to off-bear permanently from any brickmaking-machine.

7. Wages shall be paid weekly.

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 observe 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.

Holidays and Overtime.

9. (a.) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Show Day, annual picnic day, Christmas Day, and Boxing Day.

(b.) Work done on Sundays, Christmas Day, and Good Friday shall be paid for at double time, and on the other holidays specified at the rate of time and a half.

(c.) Subject as above all overtime shall be paid for at the rate of time and a half for the first three hours, and thereafter at double time.

“Smoke-oh.”

10. Ten minutes shall be allowed in the morning without deduction from wages.

Preference.

11. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within one calendar month after his engagement and remain such member, 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.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a 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.

12. This award shall come into force on the 28th day of April, 1919, and shall continue in force until the 28th day of April, 1921.

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 April, 1919.

T. W. STRINGER, Judge.