

(8283.) NORTHERN INDUSTRIAL DISTRICT (EXCEPT GISBORNE JUDICIAL DISTRICT) BRICK, TILE, 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 and 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., Brick and Pipe Manufacturers, Avondale, Auckland.

Auckland Gas Company (Limited), Firebrick and Retort Manufacturers, Wyndham Street, Auckland.

Brick and Tile (Auckland) Limited, Avondale, Auckland.

Carder Bros. and Co. (Limited), Drainpipe and Pottery Manufacturers, Pompallier Terrace, Ponsonby, Auckland.

Clark, R. O. (Limited), Drainpipe, Brick, and Tile Manufacturer, Hobsonville, Auckland.

Duder, R. and R., Drainpipe and Brick Manufacturers, Lake Road, Devonport, Auckland.

Exler and Son, Chimney-pot, Flower-pot, and Tile Manufacturers, New Windsor Road, Avondale, Auckland.

Gardner Bros. and Parker, Brickmakers, New Lynn, Auckland.

Grainger Brick and Tile Company (Limited), Brick and Tile Manufacturers, Whitford, Auckland.

Huntly Brick and Fireclay Company (Limited), Firebrick-manufacturers, Huntly.

Kamo Pottery Company, Kamo.

Laurie Bros., Brickmakers, Henderson, Auckland.

New Zealand Brick, Tile, and Pottery Company, Drainpipe, Brick, Tile, and Chimney-pot Manufacturers, New Lynn, Auckland.

Winstones Limited, Roofing-tile Works, Brick and Tile Manufacturers, 6 and 8 Customs Street, 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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 17th day of August, 1925, and shall continue in force until the 16th day of August, 1928, 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 affixed, and the Judge of the Court hath hereunto set his hand this 5th day of August, 1925.

[L.S.]

F. V. FRAZER, 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 in 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 shall be kept, or from working a less number of hours than forty-eight per week if any employer shall think fit to do so.

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

(e.) 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.

(f.) In cases where continuous kilns are not in use a day-worker may, by mutual arrangement, be permitted, upon application to the Inspector of Awards, to do, in addition to his ordinary work of forty-

eight hours, not more than two shifts of burning in one week at ordinary rates.

*Rates of Wages.*

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

				Per Hour.	
				s.	d.
Flangers, moulders .. .. .	..	..	..	2	1
Stickers, finishing burners .. .. .	..	..	..	2	0
Setters and drawers .. .. .	..	..	..	1	10
Burners .. .. .	..	..	..	1	8½
All other workers .. .. .	..	..	..	1	9

(b.) Workers under and up to the age of twenty years :—

				Per Week.		
				£	s.	d.
Sixteen to seventeen years of age .. .. .	..	..	..	1	7	6
Seventeen to eighteen years of age .. .. .	..	..	..	1	12	6
Eighteen to nineteen years of age .. .. .	..	..	..	1	17	6
Nineteen to twenty years of age .. .. .	..	..	..	2	10	0
Over twenty years of age—the minimum wage.						

*Overtime.*

3. (a.) All time worked in excess of the hours provided in clause 1 (except as otherwise prescribed) shall be considered overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b.) Overtime shall be calculated daily.

*Holidays.*

4. (a.) The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, the 2nd January, Good Friday, Easter Monday, Sovereign's Birthday, and Labour Day. When work is required to be performed on any of the above specified holidays it shall be paid for at double-time rates.

(b.) Continuous burners shall receive seven days' holiday on full pay in every year after twelve months' service.

*General Conditions.*

5. (a.) When the temperature of a kiln in the centre is over 130 degrees Fahrenheit the men then at work in the kiln may, without prejudice to their employment, discontinue their work in the kiln until the temperature is lowered to 130 degrees. The employer shall supply thermometers to test the heat of each kiln.

(b.) If any worker is required to work in any department at other than his usual employment he shall be paid at the rate prevailing in such department for the time so worked if such is higher than his ordinary rate of pay.

(c.) Wages shall be paid weekly or fortnightly during working-hours, and shall be paid not later than Friday.

(d.) In the event of a worker working overtime more than one hour without having received notice the previous day he shall be supplied with a meal at the employer's expense, or shall be paid 1s. 6d. as tea-money.

(e.) If work is done by piecework the rates shall be such as will enable a competent worker of average ability to earn at least 10 per cent. more than the minimum rate provided by this award for the particular class of worker.

(f.) Employees kept waiting in the yards or works by instructions from the employer for more than one hour in any day shall be paid at the award rates for the actual time in waiting.

(g.) A "finishing-burner" shall be deemed to mean a worker who is employed as a finishing-burner, and he shall be paid finishing-burner's wages, no matter what work he is employed at; and if an assistant takes his place while he is absent from his work through sickness or other cause, such assistant burner shall receive finishing-burner's wages, provided that such assistant proves himself competent to finish off the burning.

#### *Settlement of Disputes.*

6. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

#### *Accommodation.*

7. Each employer shall, wherever possible, provide accommodation to enable workers to change and dry their clothes and have their meals, and facilities for boiling water shall be provided at meal-times. The employer shall also provide sanitary accommodation for workers.

#### *Preference.*

8. (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 fourteen days 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.

*Under-rate Workers.*

9. (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 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.

*Scope of Award.*

10. This award shall operate throughout the Northern Industrial District, except that portion thereof which is included in the Gisborne Judicial District.

*Term of Award.*

11. This award shall come into force on the 17th day of August, 1925, and shall continue in force until the 16th day of August, 1928.

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 5th day of August, 1925.

[L.S.]

F. V. FRAZER, Judge.

## MEMORANDUM.

Most of the clauses of the award were in dispute. The Court has repeatedly stated that when two or three awards have been made for an industry, and the conditions have become more or less fixed, the Court will not make radical departures from those conditions unless there is clear evidence that the circumstances of the industry have altered, or unless the Court, in making new awards covering somewhat similar industries, has decided to introduce new conditions which may be fairly regarded as being of general application. In the present case no evidence was tendered by the applicant union. The hours of burners were again the subject of argument; but, in view of the facts (a) that the union's own witnesses, at the hearing of the dispute in 1923, evinced a preference for the present long hours, and (b) that less than one-fourth of the shift is represented by actual work, and that meal and other intervals are included in the total hours and are paid for, the Court can find no justification for altering the present hours. The Court has brought the rates of wages into conformity with its current rates, but in other respects has left the conditions much as they were previously to the making of this award.

F. V. FRAZER, Judge.

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