

## (8409.) 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 Limited, Colombo Street, Sydenham.  
 Austin, W., Madras Street, Sydenham.  
 Brightling, J., Cashel Street, Linwood.  
 Cotte, W., Waimate.  
 Crum Bros. and Dhyrberg, Ashburton.  
 Glenmore Brick Company, Hills Road, Hillsborough.  
 Homebush Pottery Company, South Malvern.  
 Murphy Bros., Hills Road, St. Martin's.  
 Prisk, J. H., Corsair Bay, Lyttelton.  
 Quinn, W., Waikikihi.  
 Rangiora Brick Company, Rangiora.

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 as hereinafter provided, and shall continue in force until the 6th day of November, 1927, 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 16th day of November, 1925.

[L.S.]

F. V. FRAZER, 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.

##### *Wages.*

3. (a.) All adult workers employed in or about brick or pottery works shall be paid not less than 1s. 10d. per hour.

(b.) Workers employed as follows shall be paid not less than the rates hereunder set out while so engaged: Flangers, 4d. per hour extra; moulders, 4d. per hour extra; stickers, 3d. per hour extra; finishing burners, 3d. per hour extra; sellers and drawers, 1d. per hour extra; clay-fallers, 1d. per hour extra.

##### *Youths.*

4. Youths may be employed in the proportion of not more than one to every three adult workers, at not less than the following rates of wages (provided that no worker at present engaged shall be discharged as a result of this clause):—

	£	s.	d.
Under eighteen years of age .. .. .	1	10	0
From eighteen to nineteen years of age .. .. .	2	0	0
From nineteen to twenty years of age .. .. .	2	15	0

Thereafter the rate for adults.

*Kiln Burners.*

5. (a.) Kiln burners shall be paid not less than 1s. 9½d. per hour. 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.) The provisions of this award, other than those contained in this clause, shall not apply to kiln burners.

*Overtime.*

6. Work done outside of or in excess of the hours prescribed in clause 1 hereof shall be paid for at the rate of time and a half for the first three hours, and thereafter at double time.

*Holidays and Overtime.*

7. (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.) Kiln burners shall receive one week's holiday on full pay in every year after twelve months' service. When the engagement is terminated other than for misconduct the worker shall receive a proportionate allowance.

*Payment of Wages.*

8. Wages shall be paid weekly on Fridays, and in money, and when not paid in the employer's time all time exceeding fifteen minutes shall be paid for at overtime rates.

*Tools.*

9. All tools shall be provided by the employer.

*Accommodation and Sanitation.*

10. The employer shall provide reasonable accommodation for workers to take their meals and change their clothing, and shall also provide satisfactory sanitary accommodation.

*Accidents.*

11. A modern first-aid emergency case, fully equipped, shall be provided by the employer in a convenient and accessible place.

*"Smoke-oh."*

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

*Notification.*

13. Each employer shall supply a list of men in his employ when requested to do so by the secretary of the union, at intervals of not less than one month.

*Termination of Engagement.*

14. The employer shall give a worker one hour's notice, or one hour's pay in lieu of notice, prior to his dismissal. Each worker shall give his employer one hour's notice that he is about to leave his employment, or shall forfeit in lieu thereof one hour's pay, to be deducted from the wages due to him. In the event of any worker being dismissed or leaving his employment, all wages due to him shall be paid to him by his employer within twenty-four hours, and if not so paid, all waiting-time shall be paid for at overtime rates.

*Under-rate Workers.*

15. (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.

*Preference.*

16. (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 seven 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, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear without reasonable excuse in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

*Scope of Award.*

17. This award shall operate throughout the Canterbury Industrial District.

*Term of Award.*

18. This award in so far as it relates to wages shall be deemed to have come into force on the 6th day of November, 1925, and so far as all the other conditions of this award are concerned it shall come into force as from the day of the date hereof; and this award shall continue in force until the 6th day of November, 1927.

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 November, 1925.

[L.S.]

F. V. FRAZER, Judge.

## MEMORANDUM.

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

F. V. FRAZER, Judge.