

(10975.) OTAGO AND SOUTHLAND BRICK, TILE, AND POTTERY  
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, 1925; and in the matter of an industrial dispute between the Dunedin Brickmakers, Pottery-makers, Tile-makers, and Sanitary-pipe Makers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Briscoe and Co., Ltd., Crawford Street, Dunedin.

Hume Pipe Co. (Aust.), Ltd., Ravensbourne, Dunedin.

Jones, E. B., Brick and Tile Maker, Milton.

Lambert Bros., Ltd., Sanitary-pipe Makers, Wain Street,  
Caversham, Dunedin.

Myers Bros., Brickmakers, North Road, Waikiwi.

McSkimming and Son, Ltd., Sanitary-pipe Makers,  
Benhar, Dunedin.

Norton, John, and Son, Brickmakers, Pukerau.

Petrous Tile Co., Ltd., Main South Road, Caversham,  
Dunedin.

Shiel, C. and W., Ltd., Brickmakers, Fairfield, Dunedin.

Todd, Thos., and Sons, Ltd., Pipemakers, North Road,  
Waikiwi.

Wingatui Brick Co., Ltd., Brickmakers, Bridgeman Street,  
Caversham, Dunedin.

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 18th day of October, 1936, and

thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 12th day of December, 1935.

[L.S.]

E. PAGE, 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.

##### *Holidays and Overtime.*

2. (a) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day, Anzac Day, and Sundays.

(b) For work done on Sundays, Anzac Day, Christmas Day, and Good Friday double time rates shall be paid. For work done on the other holidays time and a half rates shall be paid.

(c) All time worked in any one day outside or in excess of the hours prescribed in clause 1 hereof shall be paid for at the rate of time and a quarter for the first three hours and time and a half thereafter.

##### *Wages.*

3. (a) The following shall be the minimum rates of wages for all workers coming within the scope of this award:—

	Per Hour.	
	s.	d.
Moulders, head machinist (clay or cement pipe) .. .. .	1	9
Setters and drawers, strippers, stickers, mixers .. .. .	1	8
All other workers .. .. .	1	7½

(b) Youths up to the age of twenty-one years shall be paid not less than the following rates:—

	Per Week.		
	£	s.	d.
From sixteen to seventeen years of age	1	2	6
From seventeen to eighteen years of age	1	10	0

	Per Hour.	
	s.	d.
From eighteen to nineteen years of age ..	0	10
From nineteen to twenty years of age ..	1	0
From twenty to twenty-one years of age ..	1	3
Thereafter, the minimum rate fixed for adult workers.		

*Payment of Wages.*

4. Wages shall be paid in cash, weekly or fortnightly, and on a day to be mutually agreed upon between the employer and the workers.

*Kiln-burners.*

5. (a) Twelve hours shall constitute a shift for kiln-burners, and any time worked in excess of twelve hours shall be paid for at the overtime rate prescribed in clause 2 (c) hereof: Provided that where shifts of less than twelve hours are now being worked employers and workers may agree by mutual consent to continue the existing arrangement.

(b) Kiln-burners shall be paid not less than 1s. 7½d. per hour. The ordinary meal-hour shall be allowed for day burners, and one hour shall be allowed to night burners for a meal during each night shift.

(c) Where eight-hour shifts are worked burners on night shift shall be paid not less than 1s. 8d. per hour.

(d) Continuous burners shall receive a week's holiday on full pay in each year.

(e) None of the other provisions of this award, except the preference clause, shall apply to kiln-burners.

*Piecework.*

6. Work may be performed by piecework in accordance with the provisions of section 11 of the Industrial Conciliation and Arbitration Amendment Act, 1932.

*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 at meal-times shall be provided. The employer shall also provide sanitary accommodation for workers.

*First-aid Outfits.*

8. All employers parties to this award shall provide in their factories a complete first-aid outfit.

*Preference.*

9. (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 thirty 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. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 15th day of August, 1927, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) The provisions of this 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 9d. 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.

*Under-rate Workers.*

10. (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.

#### *Settlement of Disputes.*

11. 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 fourteen days after such decision shall have been communicated to the party desiring to appeal.

#### *Scope of Award.*

12. This award shall operate throughout the Otago and Southland Industrial District.

#### *Term of Award.*

13. This award, in so far as it relates to wages, shall be deemed to have come into force on the 18th day of October, 1935, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 18th day of October, 1936.

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 December, 1935.

[L.S.]

E. PAGE, Judge.

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MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

E. PAGE, Judge.

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