

NORTHERN INDUSTRIAL DISTRICT **CONCRETE-WORKERS.—**  
AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Auckland Brick, Tile, Pottery, and Clay and Concrete Ware Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

North Island Brick, Clay Products, and Concrete-pipe  
Manufacturers' Industrial Union of Employers.

Aitken's Concrete-works (G. W. Aitken), Carnarvon  
Street, Gisborne.

B. and B. Concrete Co., 25 Crowhurst Street, Newmarket,  
Auckland, S.E. 1.

Cowperthwaite Ltd., 852 Three Kings Road, Mount Eden,  
Auckland, S. 1.

Concrete Products, Ltd., 615 Dilworth Building, Queen  
Street, Auckland, C. 1.

Craig, J. J., Ltd., 100 Queen Street, Auckland, C. 1.

Firth Concrete Co., Frankton Junction.

Hume Pipe Co. (Australasia), Ltd., Dilworth Building,  
Auckland, C. 1.

Mount Albert Concrete-works, Sandringham Road,  
Auckland, S.W. 1.

Napier Concrete Co., Queen's Arcade, Customs Street,  
Auckland, C. 1.

Ongarue Pumice Supplies, Ongarue.

Penman and Jeffrey, 19 Crowhurst Street, Newmarket,  
Auckland, S.E. 1.

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 28th day of February, 1938, 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 10th day of February, 1938.

[L.S.]

W. J. HUNTER, Judge.

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SCHEDULE.

*Hours of Work.*

1. (a) A week's work shall not exceed forty hours.
- (b) The working-time per day shall not exceed eight hours on five days of the week, to be worked between the hours of 7.30 a.m. and 5 p.m. (Monday to Friday inclusive).

*Wages.*

2. The minimum rates of wages shall be as follows:—

*(a) Adults—*

	Per Hour.	
	s.	d.
Moulders of all descriptions, whether by hand or machine, including lining of cast-iron and steel pipes	2	4½
Reinforcement-makers (fabricated) ..	2	4½
Reinforcement-makers (welded) ..	2	4½
All other concrete-workers ..	2	3½

*(b) Youths:* Subject to the provisions of the Factories Act and its amendment, the following shall be the minimum rates of wages:—

	Per Week.		
	£	s.	d.
Under 16 years of age .. ..	1	5	0
16 years of age .. ..	1	11	0
16½ years of age .. ..	1	15	0
17 years of age .. ..	1	19	0
17½ years of age .. ..	2	3	0
18 years of age .. ..	2	7	0
18½ years of age .. ..	2	11	0
19 years of age .. ..	2	15	0
19½ years of age .. ..	2	19	0
20 years of age .. ..	3	3	0
20½ years of age .. ..	3	7	0

Thereafter adult rates.

*(c)* Nothing in this clause shall operate so as to reduce the present wages of an employee in the industry.

*(d)* The proportion of youths employed shall not exceed two youths to seven adults.

*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 three hours and double time thereafter.

*(b)* Overtime shall be calculated daily.

*Holidays.*

4. *(a)* The following shall be observed as full holidays without deduction from pay—viz., Christmas Day, Boxing Day, Labour Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, and birthday of reigning Sovereign.

(b) Payment of wages for the said holidays shall be made to all persons who have been employed in the factory:—

- (i) In the case of Christmas Day, Boxing Day, New Year's Day, Good Friday, or Easter Monday, at any time during the fortnight ending on the day on which the holiday occurs.
- (ii) In the case of any other whole holiday, for at least four days during the week ending on the day on which the holiday occurs.

(c) Every person who is actually employed on any statutory holiday shall, in addition to the payment to which he is entitled under the foregoing subclause, be paid therefor in accordance with the Factories Act and its amendment.

#### *General Conditions.*

5. (a) If any worker is required to engage in any employment other than his usual employment, he shall be paid overtime or ordinary time (whichever applies) for the time so worked at the rate prevailing for such employment if the rate for such other employment is higher than his usual rate.

(b) In the event of a worker being required to work overtime for more than one hour without having received notice the previous day of such overtime, he shall be paid 1s. 6d. additional for tea-money.

(c) Employers shall, where required, provide accommodation to the satisfaction of the Inspector of Awards to enable workers to change and dry their clothes, and they shall also provide proper sanitary conveniences.

(d) Employers shall also provide a constant supply of fresh water for washing and drinking purposes, and facilities for boiling water at meal-times.

(e) First-aid equipment shall be kept at all plants.

(f) One man shall be deputed to boil water for workers' meals before meal-times.

(g) Piecework and contract work shall be prohibited.

(h) Workers when working in wet places shall be supplied with gum boots. When necessary, gloves shall be supplied.

#### *Payment of Wages.*

6. Wages shall be paid not later than Friday of each week during working-hours.

#### *Termination of Employment.*

7. All wages shall be paid on dismissal of the workers. When the worker leaves an employer of his own accord, all wages due to him shall be paid by the employer within twenty-four hours.

*Access to Workshops.*

8. The president, secretary, or authorized collector of the union shall be permitted to interview employees during working-hours, but not so as to interfere unreasonably with the operation of the employer's business.

*Disputes.*

9. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award or any of them as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side. In default of agreement, the dispute shall be referred to the Conciliation Commissioner for the district for decision. Either side shall have the right to appeal to the Arbitration Court within fourteen days after such decision has been made known to the party desirous of appealing.

*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.

*Workers to be Members of Union.*

11. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Application of Award.*

12. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is when the award comes into force or at any time whilst this award is in force connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

*Scope of Award.*

13. This award shall operate throughout the Northern Industrial District.

*Term of Award.*

14. This award in so far as it relates to wages shall be deemed to have come into force on the 1st day of January, 1937,

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 28th day of February, 1938.

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 10th day of February, 1938.

[L.S.]

W. J. HUNTER, Judge.

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MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

W. J. HUNTER, Judge.

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