

NORTHERN INDUSTRIAL DISTRICT **BRICKLAYERS.**—AWARD

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

Amalgamated Brick and Pipe Co., Ltd., Queen's Arcade; Auckland C. 1.

Auckland Gas Co., Ltd., Wyndham Street, Auckland.

Auckland Master Builders' Industrial Union of Employers, 206 Victoria Arcade, Auckland.

Colonial Sugar Refining Co., Ltd., Auckland C. 1.

Clements, Thos., Great South Road, Otahuhu, Auckland.

Cole, N., Ltd., Madden Street, Auckland.

Fletcher Construction Co., Ltd., Nelson Street, Auckland.

Gisborne Builders and Contractors' Industrial Union of Employers, Gisborne.

Rotorua and Bay of Plenty Master Builders' Industrial Union of Employers, Rotorua.

Street, D. C., Victoria Street, Hamilton.

Waikato Master Builders' Industrial Union of Employers, Hamilton.

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 1st day of October, 1949, 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 3rd day of June, 1948.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to which Award applicable*

1. This award shall apply to the bricklaying industry.

##### *Hours of Work*

2. (a) The hours of work shall be eight per day, to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

(b) One hour shall be allowed for lunch on each day, but an employer may agree with his workers to allow not less than half an hour for lunch.

##### *Classes of Work*

3. (a) Except as provided for in clause 18 hereof, two classes of labour only shall be recognized—viz., journeymen and apprentices—and none other shall be employed in—

- (i) The laying of clay, glass, and cement bricks, concrete, breeze, or pumice blocks, or any other substitutes for bricks.
- (ii) The stopping and pointing of brickwork.
- (iii) Cutting and rubbing bricks or brickwork, excluding cutting chases.

(iv) Cutting openings in brickwork which have to be pointed up or made good by a bricklayer: Provided that on any particular job, by arrangement between the employer and the Bricklayer's Union, labourers may be employed to cut any specified opening or openings.

(v) Brick paving.

(b) Tiling or trowelling floors in connection with their work, and laying of blocks or slabs other than natural stone, may be done by bricklayers, and subject to the conditions of this award.

#### *Wages*

4. (a) The minimum wage for bricklayers shall be 3s. 8½d. per hour.

(b) All repairs to bakers' ovens, retorts, and furnaces, old work, and inside of same, where the heat exceeds 110 degrees Fahrenheit, done during ordinary working-hours shall be paid for at double time rates, and if done outside ordinary working-hours or on Sundays or holidays, treble time rates, and clauses 6 and 7 hereof shall not apply.

(c) All bricklayers engaged in the following classes of work shall be paid half ordinary rate in addition to the ordinary or overtime rate payable: workers engaged in pits, sumps, and wells on work 10 ft. or more underground; all hot work in confined spaces over 95 degrees Fahrenheit, or dirty work, on new furnaces where Fusuel, Pyruma, or similar compounds are used; on chimney stacks and towers standing apart from any building where the worker is required to work more than 40 ft. in height above the ground; chimney stacks and towers to which a building is attached where the worker is required to work more than 40 ft. in height above the point at which the roof of the building meets the chimney; and steeples after 25 ft. above the building. Work done in 2 in. or more of water, or where water (other than rain) is dripping on the worker, shall be paid for at the additional rate prescribed above, or gum boots and oilskins shall be provided. Workers using Fusuel, Pyruma, or similar compounds, or punching Plybrick, shall be provided with gloves.

(d) Any worker required to work on a swing-stage or bosun-chair shall be paid 2s. per day extra while so employed: Provided that the extra money shall not be payable in respect of a suspended scaffold of the patent safety scaffold type now in use, or a similar type of scaffold, if such scaffold is properly tied in or effectively anchored to give it a reasonable degree of rigidity and such scaffolding has been approved by the Inspector of Scaffolding.

(e) All wages shall be paid weekly and in cash.

(f) All scaffolding shall be erected not less than two courses  $6\frac{1}{2}$  in. below existing brickwork. Walls shall not exceed 4 ft. 6 in. high before the erection of a permanent scaffold.

(g) The worker who is responsible for carrying out the work and who gives instructions to the other workers shall be paid 2s. per day in addition to the above-mentioned wages.

(h) Reasonable time shall be allowed for washing after dirty work, and five minutes shall be allowed for cleaning tools before the termination of the day's work.

(i) Except on country work, all wages shall be paid on the job during working-hours, not later than Thursday. All waiting-time shall be paid at time and a half rates.

(j) On all work coming within the scope of clause 9 (country work) of this award the wages shall be paid at intervals mutually agreed upon between the employer and the workers concerned.

(k) In the event of pay-day being a holiday, wages shall be paid under the same conditions as set out in subclause (i) hereof on the day preceding the holiday.

(l) When a worker is discharged he shall be paid within fifteen minutes, and when a worker leaves a job he shall, on application be paid within twenty-four hours of leaving.

(m) If a worker uses his bicycle in the work of the employer he shall be paid 2d. per mile or portion of a mile for the first mile, and 1d. per mile or portion of each additional mile, for use of same.

#### *Terms of Employment*

5. (a) One hour's notice of the termination of employment shall be given by the employer or the worker, as the case may be, or in lieu thereof the employer shall make payment for one hour, and in the case of the failure of the worker to give one hour's notice he shall forfeit one hour's pay.

(b) When terminating his employment, fifteen minutes shall be allowed the worker to gather up and clean his tools.

#### *Overtime*

6. (a) All work done outside of or in excess of the daily hours fixed in clause 2 of this award shall count as overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) Any time worked before the usual time of starting on the job or after the usual time of ceasing work on five days of the week, Monday to Friday, both days inclusive, and on

Saturdays before 12 noon shall be considered overtime and shall be paid for in accordance with the rates fixed in subclause (a) hereof.

(c) Any work done after 12 noon on Saturdays and on Sundays shall be paid for at double time rates.

(d) Any time worked in excess of five hours without an interval of half an hour for a meal shall be paid for at overtime rates.

(e) The employers shall endeavour to restrict overtime worked if there are any members of the union out of work and available at the time, and the union shall undertake, on request, to supply any labour that may be available.

(f) Employers shall allow meal-money at the rate of 2s. 3d. per meal when workers are called upon to work overtime after 6.30 p.m. on any day, or after 1.30 p.m. on Saturday, provided that such workers cannot reasonably get home for their meals.

#### *Holidays*

7. (a) The following shall be recognized as holidays: Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign.

(b) A full day's wages shall be paid for the above days to all workers who have been employed at any time during the fortnight preceding the holiday: Provided, however, that when a holiday falls on a Saturday, a worker who normally works on Saturdays shall receive four hours' pay.

However, where a worker is employed by two or more employers during the fortnight preceding a paid holiday, such employers shall each pay a *pro rata* proportion of the paid holiday, based on the time worked.

(c) Time worked on any of the holidays mentioned in subclause (a) hereof shall be paid for at the rate of double time in addition to any payment to which a worker may be entitled under subclause (b) hereof.

(d) It shall be a breach of this award for a worker covered by this award to engage in his trade for any employer other than his regular employer on any paid holidays without the prior consent of his employer and of the union.

#### *Suburban Work*

8. Work done elsewhere than at the shop of the employer and over one and a half miles from the corner of Symonds Street and Khyber Pass in the case of Auckland, or from the chief or principal post-office in any other city or town

(hereinafter referred to as "central places"), shall be considered suburban work, and workers employed thereon shall either proceed to and from such work or they shall be conveyed to and from such work at the expense of the employer, as the employer shall determine. Time reasonably occupied by the workers in travelling, or time occupied in conveying the workers to and from such work beyond the one and a half miles, shall be allowed and paid for by the employer at ordinary time rates. No worker residing less than one and a half miles from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause.

For the purpose of this clause, all distances shall be measured by the nearest convenient mode of access for foot-passengers. Workers obliged to proceed to suburban work on foot shall be paid travelling-time provided for, calculated at the rate of three miles per hour. Workers proceeding to suburban work on their own bicycles shall be paid the bicycle allowance provided for in clause 4 (m) hereof, plus travelling-time in accordance with this clause for actual time occupied beyond the one and a half miles.

#### *Country Work*

9. (a) "Country work" means work done by a worker in such a locality as to necessitate his sleeping elsewhere than at his genuine place of residence in New Zealand.

(b) The provisions herein contained relative to country work shall apply whether or not the worker, prior to his accepting such country work, is already in the service of the employer, and whether the worker is engaged at the place where the work is to be done or elsewhere, and irrespective of the situation of the employer's usual place of business.

(c) The employer shall convey the worker free of charge, or pay his fare, to and from country work, but, subject to subclause (f) below, once only during the continuance of the work. If, however, the worker is withdrawn from such work by the employer, or if he returns therefrom requiring medical attention in consequence of accident or sickness arising out of and in the course of the employment, and is, in either case, again required on the work, the employer shall convey him or pay his fare to and from such work.

(d) Time occupied in travelling shall be paid for at the ordinary rates; but no worker shall be paid more than an ordinary day's wage for any day occupied in travelling, although the hours occupied may exceed eight, unless he is

on the same day occupied in working for his employer: Provided that any worker who is called upon to travel more than four hours on Saturday shall be paid for eight hours.

(e) The employer shall either provide the worker while on country work with suitable board and lodging or, in lieu thereof, pay him for each day of the week other than Sunday the sum of 6s. Suitable board and lodging shall include the providing of mattresses and stretchers. The details as to what shall constitute suitable board and lodging on each job shall be mutually arranged between the employer and the local branch of the union, and in the event of a dispute or difference, the question shall be referred to a disputes committee under clause 16 of the award.

(f) When the work is situated less than fifty miles from the employer's place of business the worker shall be refunded his return railway fare or, in the case of there not being a railway, then his bus fare or fare for other usual means of conveyance to and from the place of engagement once every four weeks during the continuance of the work. When the work is situated over fifty miles from the employer's place of business the refund shall be made once in each three months.

(g) When a worker employed on country work is required to travel more than one mile from his place of boarding to the job and back, he shall be paid travelling-time and fares, or shall be conveyed by his employer. In the latter case he shall be paid travelling-time beyond one mile.

(h) Notwithstanding anything contained herein, and subject to the provisions of subclauses (a), (b), and (c) of clause 7 hereof, an employer may agree in writing with any worker that, in respect of any specified country work, the hours of work shall be other than those hereinbefore prescribed: Provided, however, that all time worked outside or in excess of such prescribed hours shall be considered overtime and shall be paid for at the rate of 1½d. per hour in addition to the ordinary rates.

#### *Piecework*

10. (a) Piecework is prohibited. No work shall be sublet labour only.

(b) It shall be a breach of this award for any employer to sublet any work within the scope of this award on a labour-only basis, and any worker taking work on a labour-only basis shall be guilty of a breach of this award.

#### *Rest Period*

11. Ten minutes shall be allowed for a rest period morning and afternoon.

*Stoppage of Work*

12. (a) Any worker attending at the place of work and being stood down by reason of there being no work (other than on account of weather conditions) shall receive two hours' pay at ordinary rates unless previously notified that his services were not required for that day. In the case of work not proceeding at the commencement of the day owing to bad weather conditions, workers so attending shall be paid for one hour.

(b) If men are required by the employer to stand by in wet weather, they shall be paid ordinary rates until work is definitely stopped.

(c) Any allowance by way of travelling-time made to workers employed on suburban work shall not be regarded as a set-off against minimum payments due to workers under the foregoing subclauses.

*Right of Entry*

13. The secretary of other authorized officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

*Sanitary and other Conveniences*

14. Each employer shall provide on the works a properly secured place for workers' tools, and, where practicable, accommodation to the satisfaction of the Inspector of Awards to enable workers to change their clothes and have their meals, and facilities shall be afforded for boiling water at meal-times. The employer shall also provide proper sanitary accommodation for the workers to the satisfaction of the Inspector.

*Exemptions*

15. (a) Harbour Boards and Borough Councils may substitute the holidays observed under their own regulations for those provided in this award, but so as not to reduce the total number of holidays prescribed hereunder.

(b) Harbour Boards may observe their usual practice as to pay-days.

(c) Save as above, all the provisions of this award shall apply to workers employed by the Harbour Boards and Borough Councils.



*Disputes*

16. 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 the award (not being a question affecting rates of pay or hours of work), or if any dispute or difference shall arise between the parties, or any of them, in connection with any matter relevant to but not dealt with in the award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such Committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

*Workers to be Members of Union*

17. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award, and shall be liable accordingly.

(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.)

*Under-rate Workers*

18. (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.

*Application of Award*

19. 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*

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

*Term of Award*

21. This award, in so far as it relates to the rate of wages prescribed in clause 4 (a), shall be deemed to have come into force on the 1st day of October, 1947, 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 1st day of October, 1949.

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 3rd day of June, 1948.

[L.S.]

A. TYNDALL, Judge.

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**MEMORANDUM**

The matters referred to and settled by the Court related to wages (subclauses (a), (b), and (c)), meal-money payment, and holidays (subclause (c)). In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.

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