

# NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

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## (10400.) 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 undermentioned persons, firms, and companies (hereinafter called “ the employers ”) :—

The Amalgamated Brick and Pipe Company, Ltd., Auckland  
The Hume Pipe Company (Australia), Ltd., Auckland

and

The Auckland Builders', General, and other Labourers' Industrial Union of Workers (hereinafter called “ the union ”).

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 3rd day of March, 1933, and shall continue in force until the 2nd day of March, 1934, 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 28th day of February, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

*Hours of Work.*

1. (a) A week's work shall not exceed forty-eight hours.
- (b) The time of commencing and finishing work shall be mutually arranged between the employer and his workers.

*Wages.*

2. The minimum rate of wages shall be not less than 1s. 6d. per hour.

*Overtime.*

3. (a) All time worked beyond the hours prescribed in clause 1 hereof shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first four hours and thereafter time and a half.

(b) Overtime shall be calculated on a daily basis.

*Holidays.*

4. (a) Except as provided hereinafter in subclause (c), all work done on Sunday, Christmas Day, and Good Friday shall be paid at double time rates.

(b) Work done on New Year's Day, Easter Monday, Labour Day, Anniversary Day, the Sovereign's Birthday, and Boxing Day shall be paid for at time and a half rates for time worked on these days.

(c) Provided that when a breakdown of machinery or plant connected with the work occurs, or any work of a similar or urgent nature happens, such work shall be performed by the workers, and shall be paid for at ordinary time rates.

*Wages of Boys and Youths.*

5. Boys or youths may be employed at the following rates of wages:—

	Per Week.		
	£	s.	d.
Under seventeen years of age .. .. .	1	10	0
From seventeen to eighteen years of age .. .. .	1	16	0
From eighteen to nineteen years of age .. .. .	2	0	0
From nineteen to twenty years of age .. .. .	2	10	0
From twenty to twenty-one years of age .. .. .	3	0	0
Over twenty-one years of age, 1s. 6d. per hour.			

*Tools.*

6. All tools shall be supplied by the employer.

*Accommodation.*

7. (a) Employers shall, where reasonably necessary, 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.

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

*Matters not provided for.*

8. Any dispute in connection with any matter not provided for in this award shall be settled by the particular employer concerned and the president or secretary 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.

#### *Accidents.*

9. A modern first-aid emergency case, fully equipped, shall be kept by the employer in a convenient and accessible place in every place of employment where the Inspector of Awards shall deem it necessary.

#### *Preference.*

10. (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 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.*

11. (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.

*Termination of Employment.*

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

*Payment of Wages.*

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

*Workers' Representative.*

14. The workers' representative shall have the right of entry, outside working-hours, to all places of employment to which the employer can lawfully give such right, after due notice has been given to the employer or his representative, or the employer shall give recognition to any worker who is appointed shop-steward for the particular department in which he is employed.

*Scope of Award.*

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

*Term of Award.*

16. This award shall come into force on the 3rd day of March, 1933, and shall continue in force until the 2nd day of March, 1934.

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 28th day of February, 1933.

[L.S.]

F. V. FRAZER, Judge.

## MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies, with verbal alterations, the recommendations of the Conciliation Council, which the parties agreed to accept. The Court has not altered clause 14, as it represents an agreement of the parties, but it is bound to draw attention to the fact that it is *ultra vires*.

F. V. FRAZER, Judge.

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