

NORTHERN INDUSTRIAL DISTRICT **BRICK, TILE, AND POTTERY**
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 its amendments; and in the matter of an industrial dispute between the Auckland Brick, Tile, Pottery, Clay, and Concrete-ware Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned firms and companies (hereinafter called "the employers") :—

- Amalgamated Brick and Tile Co., Ltd., Queen's Arcade, ✓
Auckland C. 1.
- Auckland Gas Co., Ltd. (Brickyard), Devonport, ✓
Auckland N. 1.
- Crum Brick and Tile Co., Ltd., New Lynn, Auckland ✓
S.W. 4.
- Clarks Potteries, Ltd., Taylor's Road, Avondale, ✓
Auckland S.W. 3.
- Glen Afton Potteries, Ltd., Glen Afton.

Huntly Brickworks, Ltd., Huntly.

Kamo Potteries, Ltd., Kamo.

Te Kuiti Brickworks, Te Kuiti.

Te Awamutu Brickworks, Ltd., Te Awamutu.

Waitakere Brick and Tile Co., Ltd., City Chambers,
Auckland C.1.

Winstone's Roofing-tile Works, Ltd., Box 8, Taumarunui.

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 17th day of August, 1946, 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 17th day of August, 1945.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to which Award applies

1. This award shall apply to the manufacture of all clay, pottery, and porcelain products, whether glazed or unglazed, consisting of clay in any proportion requiring to be burnt or baked.

Hours of Work

2. (a) For male workers forty hours shall constitute a week's work. The ordinary hours of work shall be eight each day on five days of the week, to be worked between the hours of 7.30 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

(b) For female workers forty hours shall constitute a week's work. The ordinary hours of work shall be eight each day on five days of the week, to be worked between the hours of 8 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

(c) Subject to the provisions of subclauses (a) and (b) hereof, the daily hours shall be regulated according to the custom in each establishment, and any dispute arising in connection with the arrangement of such hours shall be settled in the manner hereinafter prescribed for the settlement of disputes.

(d) Burners of intermittent kilns may be required to work shifts. The normal week's work shall be forty hours. Any time worked in excess of forty hours shall be paid for at overtime rates, irrespective of the fact that some part of the forty hours has been worked on Saturday or Sunday.

(e) Burners on continuous kilns may be worked in shifts of eight hours, inclusive of meals. The week's work shall not average more than forty hours per week over each four-weekly period.

Burners shall have the right to arrange a roster in conformity with the foregoing, subject to the approval of the employer.

(f) A shift shall not be broken except at meal intervals.

(g) Workers, with the exception of burners, shall not be required to work continuously for more than four and a quarter hours without an interval of at least three-quarters of an hour for a meal.

(h) The kilns of Winstone's Roofing-tile Works, Ltd., at Taumarunui shall, for the purpose of subclause (e) hereof, be considered continuous kilns.

Wages: Adult Males

3. (a) The following shall be the minimum rates of wages of the respective classes of adult male workers:—

	Per Hour.	
	s.	d.
Flangers and moulders	3	0½
Stickers	2	11
Setters and drawers	2	10
Quarrymen using explosives	2	10
Finishing burners	2	10
Burners	2	9
Clay-pit men	2	9
All other workers	2	8½

(b) Labourers may be employed to learn flanging and moulding at the following rates of wages:—

	Per Hour.	
	s.	d.
During the first six months	2	9½
During the second six months	2	10½
During the third six months	2	11½
Thereafter	3	0½

(c) Labourers may be employed to learn sticking at the following rates of wages:—

	Per Hour.	
	s.	d.
During the first six months	2	9½
During the second six months	2	10½
Thereafter	2	11

(d) Workers engaged on cleaning flues of continuous kilns shall be paid 1s. 6d. per day extra as dirt money.

(e) Burners and finishing burners engaged on afternoon and night shift shall be paid 1s. 6d. shift allowance for each such shift.

Wages: Youths

4. (a) Male workers under twenty-one years of age shall be paid in accordance with the following scale:—

	Per Week.		
	£	s.	d.
Under 16 years of age	1	12	6
From 16 to 16½ years of age	1	17	6
From 16½ to 17 years of age	2	2	6
From 17 to 17½ years of age	2	7	6
From 17½ to 18 years of age	2	12	6

	Per Week.		
	£	s.	d.
From 18 to 18½ years of age ..	2	17	6
From 18½ to 19 years of age ..	3	2	6
From 19 to 19½ years of age ..	3	7	6
From 19½ to 20 years of age ..	3	12	6
From 20 to 20½ years of age ..	4	2	6
From 20½ to 21 years of age ..	4	12	6
Thereafter, adult rates.			

(b) The proportion of youths employed shall not exceed two youths to seven adults. In the event of the cessation of work in the brick department of any establishment, the matter of proportion of youths in other departments shall be subject to arrangement by the disputes committee.

In special circumstances the proportion of youths may be varied as is mutually agreed upon between the individual employer and the union concerned.

Females

5. (a) Female workers may be employed in the manufacture of fine clay products, but not in a brick or sanitary pipe department.

(b) Female workers shall be paid in accordance with the following scale:—

	Per Week.		
	£	s.	d.
Under 16 years of age ..	1	5	0
From 16 to 16½ years of age ..	1	9	0
From 16½ to 17 years of age ..	1	13	0
From 17 to 17½ years of age ..	1	17	0
From 17½ to 18 years of age ..	2	1	0
From 18 to 18½ years of age ..	2	5	0
From 18½ to 19 years of age ..	2	9	0
From 19 to 19½ years of age ..	2	13	0
From 19½ to 20 years of age ..	2	17	6
From 20 to 20½ years of age ..	3	2	6
20½ years of age and over ..	3	7	6

Overtime

6. (a) All time worked in excess of the hours provided in clause 2 hereof (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.

(c) In the event of a worker working overtime for more than one hour without having received notice the previous day, he shall be paid 2s. tea-money.

The provisions of clause 9 of this award increasing rates of remuneration shall not apply to the meal-money payment provided for in this subclause.

Holidays

7. (a) The following shall be observed as full holidays without deduction from pay: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day or another day to be mutually agreed upon.

(b) In the event of a holiday, other than Anzac Day, falling on a Sunday, such holiday shall be observed on the succeeding Monday; and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(c) Payment of wages for the said holidays shall be made to all persons who have been employed during the fortnight ending on the day on which the holiday occurs.

(d) Time worked on any of the holidays above mentioned shall be paid for at the rate of double time in addition to any payment to which the worker is entitled under subclause (c) of this clause.

(e) Time worked on Sunday shall be paid for at the rate of double time.

(f) Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act, 1944.

Piecework

8. Piecework may be worked, provided the workers employed on piecework are paid 10 per cent. in addition to the wages prescribed in this award, and provided, further, that a schedule of piecework rates is mutually agreed to by the Auckland Provincial Employers' Association and the union concerned.

General Conditions

9. (a) When the temperature of a kiln in the centre is over 130 degrees Fahrenheit, the men at work in the kiln may, without prejudice to their employment, discontinue their work in the kiln until the temperature is lowered to 130 degrees.

The employer shall supply thermometers to test the heat of each kiln.

(b) The foregoing subclause shall apply to factories where cooling systems are in use. In factories where cooling systems are not in use, the temperature shall not exceed 110 degrees Fahrenheit.

(c) If any worker is required to work in any department at other than his usual employment, he shall be paid at the rate prevailing in such department for the time so worked if such is higher than his ordinary rate of pay.

(d) Wages shall be paid weekly during working-hours and not later than Thursday, unless another day be mutually agreed upon.

(e) No deduction shall be made by the employer from an employee's wages by reason of a stoppage of work of less than thirty minutes.

(f) Warm water shall be provided for moulding during cold weather.

(g) First-aid equipment shall be kept in a central place in all plants and shall be available during the night shift.

(h) One worker shall be deputed to boil water for the workers' meals before meal-time.

(i) A man engaged in wheeling off from a dry press machine shall not be employed continuously on this work, but shall be given frequent spells of other work such as operating the dry press machine.

(j) No deduction shall be made from weekly wages except for time lost by a worker through sickness, accident, or default.

(k) No female worker shall be required to lift a weight in excess of 28 lb. single-handed.

(l) For female workers the employer shall provide work seats where necessary, reasonable facilities for supplying warmth in cold weather, and lockers wherein clothes may be kept.

(m) The employer shall provide female workers with overalls and caps, which shall be laundered at the employers' expense.

(n) Accommodation used by workers shall be kept clean by the employer.

(o) An interval of ten minutes shall be allowed each morning.

(p) When actually working in the clay-pit a worker shall be paid one penny per hour extra as compensation for wet conditions and to enable him to provide himself with suitable footwear and clothing.

(q) Nothing in this clause shall operate so as to reduce the present wages of any employee in the industry.

Increase in Rates of Remuneration

10. All rates of remuneration (which term includes time and piecework rates, overtime, and other special payments) provided for in this award shall be subject to the provisions of the general orders dated the 9th August, 1940, and the 31st March, 1942, under the Rates of Wages Emergency Regulations 1940 increasing rates of remuneration as follows:—

- (a) The order dated the 9th August, 1940, increases all rates of remuneration by an amount equal to 5 per cent. thereof.
- (b) The order dated the 31st March, 1942, increases all rates of remuneration (inclusive of the August, 1940, bonus) by an amount equal to 5 per cent., but this increase is payable—
 - (i) In the case of males twenty-one years of age and over, on earnings up to £5 per week only;
 - (ii) In the case of females twenty-one years of age and over, on earnings up to £2 10s. per week only; and
 - (iii) In the case of males or females under twenty-one years of age, and apprentices, on earnings up to £1 10s. per week only.

Matters not provided for

11. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded, 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 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 desirous of appealing.

Accommodation

12. Each employer shall provide accommodation to enable workers to change and dry their clothes and have their meals; and facilities for boiling water shall be provided at meal-times. The employer shall also provide sanitary accommodation for the workers.

Right of Access upon Premises

13. The president, secretary, or authorized representative 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.

Extension of Hours under Factories Act

14. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended under the terms of this award in respect of every occupier of a factory bound by such award.

Workers to be Members of Union

15. (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

16. (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

17. 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 this 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

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

Term of Award

19. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of April, 1945, 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 17th day of August, 1946.

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 17th day of August, 1945.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

In making the award, which embodies the terms of settlement either reached in Conciliation Council or agreed upon later by the authorized representatives of the parties, the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.
