

WELLINGTON, MARLBOROUGH, NELSON, AND WESTLAND  
**BRICK, TILE, POTTERY, ETC., WORKERS.—AWARD**

*[Filed in the Office of the Clerk of Awards, Wellington]*

In the Court of Arbitration of New Zealand, Wellington, Marlborough, Nelson, and Westland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, and in the matter of an industrial dispute between the Wellington, Nelson, Westland, and Marlborough Local Bodies, other Labourers, and Related Trades' Industrial Union of Workers (hereinafter called "the union"), and the undermentioned union, persons, firms, and companies (hereinafter called "the employers") :—

North Island Brick, Clay Products, and Concrete-pipe Manufacturers' Industrial Union of Employers, P.O. Box 844, Wellington.

Amalgamated Brick and Pipe Co., Ltd., Hamilton Chambers, Wellington.

Blenheim Brick and Pipe Co., Tuamarina.

Brick and Pipes, Ltd., P.O. Box 318, Palmerston North. Eves, S. T., Brickmaker, Havelock North.

Greymouth Brick and Tile Co., Ltd., Karoro.

Marton Junction Brick and Tile Works, Ltd., Marton.

Napier Brickyards (Philip Dobell Estate), Hyderabad Road, Napier.

Nelson Brick and Pottery Works, Nelson.

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 5th day of February, 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 30th day of May, 1945.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

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

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) 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, except in the case of burners.

(b) Subject to the provisions of subclause (a) 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.

(c) Burners of intermittent kilns may be required to work shifts. If so required, the normal week's work shall be forty hours. If required, a further two hours may be worked at ordinary rates of pay. Any time worked in excess of forty-two hours shall be paid for at overtime rates, irrespective of the fact that some part of the forty-two hours has been worked on Saturday or Sunday.

(d) 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-two 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.

(e) 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.

(f) Shifts may be worked as required. Workers employed on shifts between the hours of 5 p.m. and 7.30 a.m., including shifts that commence in the afternoon and run into the night or that commence after midnight and finish during the morning, shall be paid 1s. 6d. per shift.

### Wages

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

#### Adults—

	Column No. 1 (payable from 5th February, 1945, to 31st March, 1945, both dates inclusive).		Column No. 2 (payable on and from the 1st April, 1945).	
	Per s.	Hour. d.	Per s.	Hour. d.
Flangers and moulders ..	2	10½	3	0½
Stickers .. ..	2	9½	2	11½
Setters and drawers ..	2	8	2	10
Quarrymen using explosives	2	8	2	10
Burners' .. ..	2	7	2	9
Clay-pitmen .. ..	2	7	2	9
All other workers ..	2	6½	2	8½

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

First six months ..	2	7½	2	9½
Second six months ..	2	8½	2	10½
Third six months ..	2	9½	2	11½
Thereafter .. ..	2	10½	3	0½

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

First six months ..	2	7½	2	9½
Second six months ..	2	8½	2	10½
Thereafter .. ..	2	9½	2	11½

(d) Workers whilst employed during any week on the making of plaster-of-paris models or moulds for pipe fittings or chimney-pots shall be paid 7s. 6d. in addition to the wage prescribed herein.

(e) The head feeder on stiff plastic brick machines shall be paid 1½d. per hour in addition to the rate prescribed herein.

(f) Finishing burners employed on other than continuous kilns shall be paid 1d. per hour in addition to the rate prescribed herein. A finishing burner is a worker who is responsible for the glazing and finishing off the kiln.

(g) Workers under and up to the age of twenty-one years:—

	Column No. 1 (payable from 5th February, 1945, to 31st March, 1945, both dates inclusive).			Column No. 2 (payable on and from the 1st April, 1945).				
	Per Week.	£	s.	d.	Per Week.	£	s.	d.
Under 16 years of age ..	1	7	6	1	10	0		
16 to 16½ years of age ..	1	12	6	1	15	0		
16½ to 17 years of age ..	1	17	6	2	0	0		
17 to 17½ years of age ..	2	2	6	2	7	6		
17½ to 18 years of age ..	2	7	6	2	12	6		
18 to 18½ years of age ..	2	12	6	2	17	6		
18½ to 19 years of age ..	2	17	6	3	2	6		
19 to 19½ years of age ..	3	2	6	3	7	6		
19½ to 20 years of age ..	3	7	6	3	12	6		
20 to 20½ years of age ..	3	17	6	4	2	6		
20½ to 21 years of age ..	4	2	6	4	12	6		

Thereafter, adult rates.

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

(i) 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 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.

#### *Increase in Rates of Remuneration*

4. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively, shall be deemed to be incorporated in this award, and shall have effect according to their tenor.

*Overtime.*

5. (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.

*Holidays*

6. (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, and the birthday of the reigning Sovereign, and one other day to be mutually agreed upon.

(b) Payment of wages for the said holidays shall be made to all persons who have been employed in the factory during the fortnight 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 amendments.

(d) 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.

*Annual Holiday*

7. The provisions of the Annual Holidays Act, 1944, shall apply to workers under this award.

*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 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: Provided that flangers, moulders, and stickers shall not be classed as such or be entitled to the higher rate of pay until they have had at least two years' experience on that class of work.

(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) In the event of a worker working overtime more than one hour without having received notice the previous day, he shall be paid 1s. 9d. tea-money.

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

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

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

(j) Gum boots shall, where necessary, be supplied by the employer when workers are working in water, slush, or in wet concrete over 1 in. in depth, and workers engaged in such places shall be paid 1s. per day additional on ordinary rates whilst working in such wet places.

(k) A "smoke-oh" of ten minutes shall be allowed each morning, when workers may partake of morning tea.

#### *Termination of Employment*

10. In the case of weekly workers, one week's notice of termination of employment shall be given by either party. In the case of hourly workers, two hours' notice of termination of employment shall be given by either party.

#### *Settlement of Disputes*

11. 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 of appeal to the Court of Arbitration within fourteen days after such decision shall have been made known to the party desirous of appealing.

#### *Accommodation*

12. Each employer shall, if required, 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 employers 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 in the manner and to the extent set forth in this award in respect of every occupier of a factory bound by this award.

#### *Workers to be Members of Union*

15. (a) Subject to the provisions of section 18 (5) 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.

(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 districts to which this award relates.



*Scope of Award*

18. This award shall operate throughout the Wellington, Nelson, Westland, and Marlborough Industrial Districts.

*Term of Award*

19. Except as provided in columns No. 1 and No. 2 of clause 3 hereof, this award, in so far as it relates to wages, shall be deemed to have come into force on the 5th day of February, 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 5th day of February, 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 30th day of May, 1945.

[L.S.]

A. TYNDALL, Judge.

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**MEMORANDUM**

The award, with exception of the rates of wages to be paid as from the 1st April last, embodies the terms of settlement arrived at by the assessors in Conciliation Council. With regard to the rates of wages payable as from the 1st April, these have been adjusted in accordance with the Court's pronouncement and in line with other recent decisions of the Court.

A. TYNDALL, Judge.

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