

**AMALGAMATED BRICK AND PIPE CO., LTD., EMPLOYEES—  
INDUSTRIAL AGREEMENT**

IN the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 5th day of April, 1949, between the Auckland Ceramic, Concrete, Builders' and General Labourers and Related Trades' Industrial Union of Workers, and the Amalgamated Brick and Pipe Company, Limited, Auckland.

WHEREAS by the Economic Stabilization Emergency Regulations, 1942, it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 5th day of April, 1949, between the Auckland Ceramic, Concrete, Builders' and General Labourers and Related Trades' Industrial Union of Workers, of the one part, and the Amalgamated Brick and Pipe Company, Limited, Auckland, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 16th day of June, 1949.

[L.S.]

A. TYNDALL, Judge.

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**AMALGAMATED BRICK & PIPE CO. EMPLOYEES' INDUSTRIAL  
AGREEMENT**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 5th day of April, 1949, between the Auckland Ceramic, Concrete, Builders and General Labourers and Related Trades Industrial Union of Workers, Union Bank Buildings, Karangahape Road, Auckland. C. 2. (hereinafter called "the Union"), of the one part, and the Amalgamated Brick & Pipe Co. Ltd.

Queens Arcade, Customs Street, Auckland. C. I. (hereinafter called "the employer"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the parties, and they shall be deemed to be and are hereby declared to form part of the agreement.

2. That the said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

#### SCHEDULE

##### *Industry to Which Agreement Applies*

1. This agreement shall apply to the manufacture of earthenware, porcelain or china, pottery, crockery, artware, novelties, electrical porcelains, sanitary ware, floor wall and mosaic tiles, and similar or related products, and including the decoration and dispatch of such products.

##### *Hours of Work*

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

(c) Subject to the provisions of sub-clauses (a) and (b) hereof, the daily hours may be regulated according to the requirements of the various processes in the industry and any dispute arising in connection with the arrangements of such hours shall be settled in the manner hereinafter prescribed for the settlement of disputes.

(d) Workers shall not be required to work continually for more than four and a quarter hours without an interval of at least three quarters of an hour for a meal.

(e) An interval of ten minutes shall be allowed each morning and afternoon without deduction of pay.

(f) Cleaners who are required to work part of their forty hours per week, prior to 7.30 a.m. or after 5 p.m. on five days of the week, Monday to Friday inclusive, shall be paid 7s. 6d. per week additional to their ordinary pay as defined in Clause 3 (a).

(g) *Special Engagements.*—Notwithstanding anything elsewhere contained in this agreement the hours of work and remuneration of workers engaged part-time (that is for less than forty hours per week) shall be subject to mutual arrangement between the employer and the union, providing any new arrangements are settled prior to such engagement.

### Wages

3. (a) During the period 9th March, 1949, to 31st May, 1949, the minimum wage for an adult male worker shall be £6 15s. 10d. per week: Provided that such a worker whose employment is for 15 consecutive working days or less shall be classed as a casual and paid a minimum rate of 3s. 4½d. per hour. On and from 1st June, 1949, the minimum wage for an adult male worker shall be £7 0s. 10d. per week: Provided that such a worker whose employment is for 15 consecutive working days or less shall be classed as a casual and paid a minimum rate of 3s. 6d. per hour.

(b) In addition to the rates prescribed in sub-clause (a), a worker shall be entitled to extra payments in accordance with the following scale for time worked on the classes of work stated:—

	Per Hour.
Case and mould making .. .. .	4d.
Making of flatware by jiggering process ..	2d.
Quarrying and when handling clay in a raw state and Filter press attendants ..	1½d.
Burning and Tunnell kiln attending ..	1½d.
Packers .. .. .	½d.

(c) Male workers may be employed to learn case and mould making and while so employed shall be paid the minimum wage prescribed in sub-clause (a) and in addition the extra payments following:—

	Per Hour.
During the first six months .. .. .	1d.
During the second six months .. .. .	2d.
During the third six months .. .. .	3d.
Thereafter .. .. .	4d.

(d) Male workers may be employed to learn the making of flatware by the jiggering process and while so employed shall be paid the minimum wage prescribed in sub-clause (a) and in addition the extra payments following:—

During the first six months ..	½d. per hour.
During the second six months ..	1d. per hour.
During the third six months ..	1½d. per hour.
Thereafter .. .. .	2d. per hour.

(e) Workers engaged in cleaning flues of continuous kilns shall be paid 2/6 per day extra as dirt money.

#### Youths

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

	..	Payable from 9th March, 1949, to 31st May, 1949. Per Week.			Payable on and from 1st June, 1949. Per Week.		
		£	s.	d.	£	s.	d.
Under 16½ years	..	2	7	0	2	8	4
16½ to 17 years	..	2	13	0	2	14	2
17 to 18 years	..	3	3	6	3	5	0
18 to 19 years of age	..	3	16	0	3	17	6
19 to 20 years	..	4	12	0	4	14	2

Thereafter adult rates.

(b) The proportion of youths shall not exceed two youths to seven adults. In special circumstances the proportion of youths may be varied as is mutually agreed upon between the employer and the union.

#### Females

5. (a) Female workers shall be paid in accordance with the following scale:—

	..	Payable from 9th March, 1949, to 31st May, 1949. Per Week.			Payable on and from 1st June, 1949. Per Week.		
		£	s.	d.	£	s.	d.
Under 16 to 16½ years of age	..	2	0	10	2	1	8
16½ to 17 years	..	2	6	8	2	7	6
17 to 18 years ..	..	2	16	8	2	17	6
18 to 19 years ..	..	3	6	8	3	9	2
19 to 20 years ..	..	3	17	6	4	0	0
20 years of age and over	..	4	10	0	4	15	0

*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. 6d. tea money. A female worker under nineteen years of age, working overtime for more than one hour shall be provided with a meal by the employer free of charge, or paid the sum of 2s. 6d. in lieu thereof.

*Shifts*

7. (a) Adult male workers may be worked in shifts of eight hours inclusive of meals. 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. Workers covered by this sub-clause shall have the right to arrange a roster in conformity with the foregoing, subject to the approval of the employer.

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

(c) Men on afternoon or night shifts shall be paid 3s. per shift extra. This allowance shall be payable in respect of any shift, the whole period of which does not fall between the hours of 7 a.m. and 5 p.m. In the case of kilns in which a night shift only is worked, an extra 6d. per shift in addition to the 3s. prescribed above shall be paid.

*Holidays*

8. (a) The following shall be observed as full holidays without deduction from pay:— Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign and Anniversary Day.

(b) The attention of the parties is drawn to the provisions of the Public Holidays' Act, 1910, and its Amendments, which deals with the transference of holidays which fall on a Saturday or Sunday. This provision shall apply to workers covered by this agreement.

(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 sub-clause (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.

#### *General Conditions*

9. (a) Wages shall be paid weekly during working hours and not later than Thursday unless another day is mutually agreed upon.

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

(c) First-aid equipment shall be kept in a central place in all departments and shall be available to shift workers.

If available, one worker holding a St. Johns' current certificate shall be employed and the employer shall pay to the said worker an honorarium of not less than £10 per annum.

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

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

(f) 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.

(g) The employer shall supply female workers with overalls and caps, which shall be laundered at the employers' expense. In lieu of providing and laundering overalls and caps the employer may pay the worker 3s. per week.

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

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

#### *Termination of Employment*

10. In the case of weekly workers one week's notice of the termination of employment shall be given by either party, and in the case of hourly workers two hours' notice of termination of employment shall be given by either party, but nothing herein contained shall prevent an employer from summarily dismissing a worker for misconduct. The term misconduct shall include in its application to this clause, insobriety, conduct prejudicial to the safety of co-employees, or for negligence causing loss or damage. Any employee dismissed in accordance with the above definitions may appeal against such dismissal to the Work's Committee provided for under Clause 12.

*Matters Not Provided For*

11. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded, any dispute in connection with any matter not provided for in this agreement 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.

*Job Delegate*

12. Job delegates shall be elected from time to time by the employees and shall be recognized as such by the management.

Day to day complaints arising out of agreement or in relation to any bonus scheme shall be first referred to the Job Delegates for settlement, acting in conjunction with representatives of the management.

In the event of no settlement being reached, the matters in dispute shall be settled according to the procedure laid down in Clause 11.

*Accommodation*

13. 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*

14. 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.

*Workers to be Members of Union*

15. (a) Subject to the provisions of sub-section (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer

bound by this agreement to employ or continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purposes of sub-clause (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 agreement for workers of the age of twenty-one years of age 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 to do so by his employer or any officer or representative of the union commits a breach of this agreement, and shall be liable accordingly.

(NOTE.—Attention is drawn to sub-section (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 agreement, 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 workers' 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 other 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.

*Scope of Agreement*

\* 17. This agreement shall apply only to the parties hereto.

*Term of Agreement*

18. This agreement, in so far as it relates to wages, shall be deemed to have come into force on the 9th day of March, 1949, and insofar as all the other conditions of this agreement are concerned, it shall be deemed to have come into force on the day of the date hereof, and this agreement shall continue in force for one year.

In witness whereof the parties hereto have executed these presents the day and year first before written.

Signed for and on behalf of the Amalgated Brick & Pipe Co.—

T. E. CLARK, Jnr., Director.

Witness to above signature—R. B. Verry.

Signed for and on behalf of the Auckland Ceramic, Concrete, Builders and General Labourers and Related Trades Industrial Union of Workers—

[L.S.]

T. POTTER, Secretary.

Witness to above signature—W. Jones.