

## CANTERBURY TILE-LAYERS—AWARD

In the Court of Arbitration of New Zealand, Canterbury 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 New Zealand (except Northern Industrial District) Bricklayers and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Ashby, Bergh, and Co., Ltd., Cashel Street, Christchurch.

Briscoe, and Co., Ltd., Cashel Street, Christchurch.

Burns, John, and Co., Ltd., Lichfield Street, Christchurch.

Christchurch Tile Co., Ltd., 7 Clarkson Avenue, Christchurch.

Hutt Tile Co., c/o D. McCaskey, 207A Manchester Street, Christchurch.

McSkimming and Son, Ltd., Tuam Street, Christchurch.

Petrous Tile Co., Ltd., Papanui, Christchurch.

Redpath and Son, Ltd., Cashel Street, Christchurch.

Reece, E., Ltd., Colombo Street, Christchurch.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 25th day of February, 1951, 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 23rd day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to Which Award Shall Apply*

1. This award shall apply to the tile-slabbing and to the tile-fixing and roofing industry as defined herein.

#### PART I

This Part of the award shall apply to all employees engaged in tile-slabbing work.

##### *Hours of Work*

2. Forty hours shall constitute an ordinary week's work, eight hours to be worked on five days of each week between the hours of 7.30 a.m. and 5 p.m. One hour shall be allowed for dinner each day, but an employer may agree with his workers to allow not less than half an hour for dinner.

##### *Wages*

3. (a) The minimum rate of pay for adult outside tile-fixers shall be 3s. 11d. per hour and for adults employed on tile surrounds and slabs shall be 3s. 11d. per hour. For assistants the minimum rate of pay shall be 3s. 8d. per hour.

(b) The worker who is in charge and who is responsible for giving instructions shall be paid 2s. per day extra where he is in charge of not more than three other workers, and 2s. 6d. per day extra where he is in charge of four or more.

(c) A worker who is at present receiving a higher rate of wages than the rate fixed in this award shall not have his rate of wages reduced whilst the present employment continues.

(d) Any worker who is qualified and instructed to do journeymen's work shall be paid not less than journeymen's wages.

*Youths*

4. Youths may be employed at not less than the following rates of wages:—

	Per Week.
	£ s. d.
For the first six months ..	1 7 6
For the second six months ..	1 13 0
For the third six months ..	1 18 6
For the fourth six months ..	2 4 0
For the fifth six months ..	2 11 6
For the sixth six months ..	2 18 0
For the seventh six months ..	3 6 0
For the eighth six months ..	3 12 6
For the ninth six months ..	4 1 6
For the tenth six months ..	4 11 0

Thereafter, adult rates:

Provided that a worker of the age of twenty-one years or upwards shall be paid not less than the basic wage for the time being prevailing.

*General Conditions*

5. (a) Employers shall provide a suction fan for all grinding machines.

(b) All workers required to use their own conveyance during their employer's time shall be paid 1d. per mile or part thereof. Where a worker is required to use a public means of conveyance his fare shall be paid by the employer.

## PART II

This Part of the award shall apply to all employees engaged in roofer's work, which shall mean and include the setting-out of roofs, battening same, laying tiles, slates, ridging, pointing same, wiring, fixing all asbestos sheets and slates and any other substitute material other than metal; laying fibrous or bituminous roofs, or fixing and laying of floors and steps with liquid cement or other solution.

*Hours of Work*

6. Forty hours shall constitute an ordinary week's work, eight hours to be worked on five days of each week between the hours of 7.30 a.m. and 5 p.m. One hour shall be allowed for dinner, but an employer may agree with his workers to allow not less than half an hour for dinner.

*Wages*

7. The minimum rates of wages for journeymen shall be 3s. 11d. per hour.

Any worker who is qualified and instructed to do journeymen's work shall be paid not less than journeymen's wages.

*Improvers*

8. (a) Labourers may be employed as improvers for a period of four years.

(b) The proportion of improvers to journeymen shall be one to one.

(c) An improver is a worker employed under this clause, and shall be paid not less than the following rates:—

	Per Hour.
	s. d.
During the first year of service	.. 3 6
During the second year of service	.. 3 7½
During the third year of service	.. 3 8½
During the fourth year of service	.. 3 9½.

(d) The employer shall supply to the improver a certificate stating particulars of his employment under this clause, and the improver shall produce such certificate to any future employer for the purpose of ascertaining his wage rate.

(e) The employer shall notify the union of the engagement and dismissal of any improvers forthwith.

*General Conditions*

9. (a) No worker shall be employed for more than five hours without an interval for a meal.

(b) All workers required to use their own conveyance during their employer's time shall be paid 1d. per mile or part thereof. Where a worker is required to use a public means of conveyance his fare shall be paid by the employer.

(c) Work, stripping old roofs and working on same, which is agreed upon between the employer and the workers as being dirty work shall be paid for at the rate of 3d. per hour extra.

(d) Workers required to handle heavy fibrolite sheets shall be provided with the necessary assistance.

(e) Any worker required to work on a bosun-chair and/or on a swinging stage or on a ladder, or employed on work on towers, steeples, or chimney-stacks, shall be paid the following extra rates:—

- For heights exceeding 35 ft. and up to and including 70 ft., 2d. per hour extra.
- For heights exceeding 70 ft. and up to and including 105 ft., 4d. per hour extra.
- For heights exceeding 105 ft. and up to and including 140 ft., 6d. per hour extra.
- For heights exceeding 140 ft. and up to and including 170 ft., 8d. per hour extra.

### *Suburban Work*

10. Work done elsewhere than at the shop of the employer and over one and a half miles from the Chief Post-office, Cathedral Square, Christchurch, or from the principal post-office in any other city or town, 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 to and from such work beyond the one and a half miles' radius shall be allowed and paid for by the employer at ordinary time rates. No journeyman 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 bicycles shall be paid the bicycle allowance provided for in clause 9 hereof, plus travelling time in accordance with this clause for actual time occupied beyond the one and a half miles' radius.

### *Country Work*

11. (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 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) Except where sleeping accommodation is provided while travelling, time occupied in travelling shall be paid for at the ordinary rates; but no journeyman 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 journeyman who is called upon to travel more than four hours on Saturday in journeying to a job shall be paid for eight hours, and in returning from a job on Saturday shall be paid for the time actually travelling with a maximum of eight hours.

(e) The employer shall refund to the worker reasonable expenses for meals incurred while travelling to and from country work.

(f) 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 7s.: Provided that where, through circumstances within the control of the employer, a worker is employed upon country work for less than six consecutive days, the employer shall provide such board and lodging and may not elect to make such payment in lieu thereof. 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 20 of the award.

(g) Where suitable board and lodging is not provided by the employer on, or reasonably near to the site where "country work" is to be performed, workers shall either proceed to and from such work or 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 shall be allowed and paid for by the employer.

(h) When the work is situated less than fifty miles from the worker's genuine place of residence, the worker shall be paid his return fare to and from his genuine place of residence once every three weeks during the continuance of the work.

When the work is situated over fifty miles from the worker's genuine place of residence, the payment shall be made once in each two months.

(i) Notwithstanding anything contained herein, and subject to the provisions of subclause (e) of clause 14 hereof, the hours of work in respect of any specified country work may be other than those hereinbefore prescribed: Provided that all time worked outside or in excess of such prescribed hours shall be considered overtime and shall be paid for at the minimum rate of 6d. per hour in addition to the ordinary rate.

### *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 half ordinary rates for the first thirty minutes, and ordinary time thereafter until definitely stopped, with a maximum payment for one hour per day.

### PART III

This Part of the award shall apply to all workers covered by Parts I and II hereof.

### *Overtime*

13. (a) (i) All work done outside of, or in excess of, the daily hours fixed in clauses 2 and 6 of this award shall count as overtime and shall, except as otherwise herein provided, be paid for at the rate of time and a half for the first three hours and double time thereafter; provided that four hours may be worked up to noon on Saturdays at time and a half rate. Work after noon on Saturdays shall be paid for at double time rates.

(ii) Any time worked between the hours of 10 p.m. and 6 a.m. shall be paid for at double time rates.

(b) Any worker having to work all day and having to continue work until midnight shall be given seven and a half hours off or be paid double time rates for all time worked on the second day.

### *Holidays*

14. (a) The following shall be the recognized holidays which shall be paid for at ordinary rates: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary Day or a day in lieu thereof.

(b) The employer shall pay wages for the above holidays to all workers coming within the scope of this award who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

(c) Where any worker has been employed upon work coming within the scope of this award by more than one employer during the fortnight ending on the day on which

any of the above holidays occurs, he shall be entitled to receive payment for the holiday from such one or more of those employers and, if more than one, in such proportions as the Inspector of Awards determines.

(d) In the event of a holiday or holidays falling on a Saturday or Sunday (except Anzac Day), such holiday or holidays shall be observed on the succeeding day or days.

(e) Except as is otherwise provided, any work done on any of the above holidays, or on Sundays, shall be paid for at double time rates.

#### *Annual Holiday*

15. The provisions of the Annual Holidays Act, 1944, shall apply to all workers covered by this award.

#### *Payment of Wages*

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

(b) In the event of a worker being discharged or voluntarily leaving during the week, one hour's notice shall be given on either side; but this shall not prevent an employer from summarily dismissing an employee for misconduct or other good cause.

#### *Refreshments*

17. A break of ten minutes shall be allowed for refreshments each morning in the case of inside workers and each morning and afternoon in the case of outside workers.

#### *Clothing, Shoes, and Tool Allowance*

18. One penny per hour extra shall be paid to each worker covered by this award as a clothing, shoe, and tool allowance, or in lieu thereof in the case of workers on slab-tiling two sets of overalls shall be supplied annually.

#### *Piecework*

19. (a) Piecework shall be prohibited.

(b) It shall be a breach of this award for any employer to enter into any contract with or sub-let any work to any worker coming within the scope of this award on a "labour only" basis, and any worker contracting or taking work on a "labour only" basis shall be guilty of a breach of this award.

(c) For the purpose of this clause work shall be deemed to be on a labour only basis notwithstanding that a sale of materials takes place between the parties.

### *Disputes Committee*

20. 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, 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 of Arbitration within fourteen days after such decision has been made known to the party desirous of appealing.

### *Right of Entry Upon Premises*

21. The secretary or 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 employers' business.

### *Workers to be Members of Union*

22. (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*

23. (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*

24. 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*

25. This award shall operate throughout the Canterbury Industrial District.

*Term of Award*

26. This award, in so far as it relates to wages, shall be deemed to have come into force on the 25th day of August, 1949, 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 25th day of February, 1951.

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 23rd day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

---

MEMORANDUM

The award embodies the terms of settlement 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.

---