

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 Ceramic, Concrete, Builders', and General Labourers, and Related Trades Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned firms and companies (hereinafter called "the employers") :—

Amalgamated Brick and Tile Company, Limited,
Queen's Arcade, Custom Street, Auckland.

Auckland Gas Co., Limited (Brickyard), Devonport,
Auckland.

Crum Brick and Tile Co., Ltd., New Lynn, Auckland.

Clarks Potteries, Limited, Taylors Road, Avondale,
Auckland.

Huntly Brick Works, Limited, Huntly.

Kamo Potteries, Limited, Kamo.

Te Kuiti Brickworks, Te Kuiti.

Te Awamutu Brick Works, Te Awamutu.

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

Winstone's Roofing Tile Works, Limited, P.O. Box 8,
Taumarunui.

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 13th day of April, 1950, 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 13th day of April, 1949.

[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) 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. 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.

(d) Burners on continuous kilns and tunnel-kiln attendants 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.

Workers covered by this subclause shall have the right to arrange a roster in conformity with the foregoing, subject to the approval of the employer.

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

(f) 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.

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

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 five consecutive working-days or less shall be classed as a casual and paid a minimum rate of 3s. 4½d. per hour.

On and from the 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 five 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 subclause (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.
	d.
Flanging and moulding	4
Sticking	2½
Setting and drawing	1½
Quarrying and when working in clay-pit ..	1½
Finishing burning	1½
Burning and tunnel kiln attending ..	1

NOTE.—The margin of 1½d. per hour fixed for quarrying and when working in the clay-pit includes computation for quarrymen using explosives and compensates men in the clay-pit for wet conditions and enables them to provide suitable footwear and clothing.

(c) Labourers may be employed to learn flanging and moulding, and while so employed shall be paid the minimum wage prescribed in subclause (a), and in addition, the extra payments following:—

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

(d) Labourers may be employed to learn sticking, and while so employed shall be paid the minimum wage prescribed in subclause (a), and in addition, the extra payments following:—

	Per Hour.
	d.
During the first six months	1
During the second six months	2
Thereafter	2½

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

(f) Shift-workers provided for in subclauses (c) and (d) of clause 2 engaged on afternoon and night shift shall be paid 3s. shift allowance for each such shift.

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

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.

(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.

Holidays

6. (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. At Taumarunui another day may be allowed as a holiday instead of Anniversary Day.

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

(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

7. 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

8. (a) When the temperature of the air in which the men are required to work is over 130 degrees Fahrenheit, the men at work may, without prejudice to their employment,

discontinue their work until the temperature lowers 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.

If available, one worker holding a St. John's current certificate shall be employed and the employer shall pay to the said worker an honorarium of not less than £10 per annum if more than 100 workers are employed in the establishment and not less than £5 per annum if 100 or less are employed.

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

(l) An interval of ten minutes shall be allowed each morning and afternoon.

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

Termination of Employment

9. 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.

Matters Not Provided For

10. 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

11. 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

12. 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

13. (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

14. (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

15. 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

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

Term of Award

17. This award, in so far as it relates to wages, shall be deemed to have come into force on the 9th day of March, 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 13th day of April, 1950.

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 13th day of April, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

In the terms of settlement forwarded to the Court the assessors recorded the following statement:—

“The increase agreed upon shall form part of any increase that the Court may grant at its sitting on the 15th March, 1949.”

In making the award, therefore, the Court has fixed two schedules of wages, one incorporating the rates agreed upon in Conciliation Council to operate from the 9th March, 1949, and the other to give effect to the Court's pronouncement of the 12th April, 1949, and to operate from the 1st June, 1949.

A. TYNDALL, Judge.