

AMALGAMATED BRICK AND PIPE CO. EMPLOYEES—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Auckland]

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments, this 27th day of September 1961, between the Auckland Ceramic, Concrete, Builders and General Labourers and Related Trades Industrial Union of Workers, 196 Hobson Street, Auckland, C. 1. (hereinafter called "the union"), of the one part, and the Amalgamated Brick and Pipe Co. Ltd., Queen's Arcade, Customs Street, Auckland, C. 1. (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

Clause 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.

PART I—DAY WORKERS

Hours of Work

Clause 2. (a) For male workers 40 hours shall constitute a week's work. The ordinary hours of work shall be eight on each day of 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 40 hours shall constitute a week's work. The ordinary hours of work shall be eight on each day of five days of the week, to be worked between the hours of 8 a.m. to 5 p.m. from Monday to Friday, both days inclusive.

(c) Subject to the provisions of sub-clause (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 continuously for more than 4½ hours without an interval of at least three quarters of an hour for a meal; Provided that this meal-time may be reduced to half an hour by mutual agreement between the employer, the union's representative, and a majority of the workers concerned.

(e) Cleaners who are required to work part of their 40 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 10s. per week additional to their ordinary pay as defined in clause 10 (a).

(f) *Special Engagements*—Notwithstanding anything contained elsewhere in this agreement, the hours of work and remuneration of workers engaged part time (that is for less than 40 hours per week) shall be subject to mutual agreement between the employer and the union, provided any new arrangements are settled prior to such engagement.

Overtime

Clause 3. (a) All time worked in excess of or outside of the hours provided in clause 2 hereof 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 after 1 p.m. on a Saturday, Sunday, or holiday, or working overtime for more than one hour on one of the days Monday to Friday, without having received notice the previous day, he shall be paid 5s. tea money.

A female worker under 20 years of age working overtime for more than one hour shall be provided with a meal by the employer free of charge or paid in lieu thereof the sum of 5s.

(d) Any worker required to work on any Saturday, Sunday or on any holiday, shall receive not less than four hours pay at the appropriate rate.

Sunday and Holidays

Clause 4. For time worked on Sundays, New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day, double time rates shall be paid in addition to any payments to which the worker is entitled under clause 13 hereof.

PART II—SHIFT WORKERS

Definition

Clause 5. For the purpose of this part of this agreement "shift work" shall mean work which is carried out by two or more successive relays or spells of workmen, each relay performing substantially the same duties as the outgoing shift.

Work shall not be deemed to be shift work unless shifts are worked on four or more consecutive working days.

Hours of Work

Clause 6. (a) Shifts may be worked as required by the employer. The ordinary hours of work shall not exceed five eight-hour shifts, inclusive of half hour meal breaks, to be worked between midnight Sunday-Monday and midnight Friday-Saturday.

Meal breaks shall be staggered so as not to interfere with production.

There shall be no broken shifts.

(b) Where practicable,

(i) Shifts shall rotate weekly, and

(ii) Where two days off are allowed they shall be consecutive.

(c) A roster in conformity with the foregoing provisions shall be prepared by the employer showing in the case of each worker the shifts to be worked and day or days off duty each week. Such roster shall cover a minimum period of a month and shall be displayed on a notice board accessible to the workers one week before it is to come into force.

The roster shall not be varied except

(i) As far as may be necessary to fill the place of an absent worker, or

(ii) By arrangement with the union's representative, or

(iii) As may be necessary in the case of a major breakdown.

Overtime

Clause 7. (a) Time worked in excess of eight hours on any ordinary shift within the period midnight Sunday-Monday to midnight Friday-Saturday shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) If a worker is required to work on a rostered day off then time worked on such day shall be paid for at overtime rates as defined in sub-clause (a) of this clause, if such day is one of the days Monday to Friday, and at the appropriate rate defined in clause 8 if the day is a Saturday, Sunday or holiday.

(c) A worker required to work overtime for more than one hour without having received notice the previous day shall be paid 5s. tea-money. Where a worker is required to work a double shift he shall be allowed two meal allowances of 5s. each.

Saturdays, Sundays, and Holidays

Clause 8. Time worked on Saturday, or on Sunday, or on New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, or Boxing Day shall not be reckoned as ordinary time or as overtime but shall be paid for at the following special rates:

On Saturdays, time and a half for the first three hours and double time thereafter.

On Sundays, double time.

On any of the holidays mentioned, double time in addition to any other payment to which the worker is entitled under clause 13 hereof.

Shift Allowance

Clause 9. (a) A worker employed during the period midnight Sunday-Monday to midnight Friday-Saturday on afternoon or night shift shall be paid a shift allowance of 4s. per shift.

(b) In the case of kilns in which a night shift only is worked, an extra 7d. per shift in addition to the 4s. prescribed above shall be paid.

(c) Men on day shift during the period midnight Sunday-Monday to midnight Friday-Saturday shall be paid 7d. per shift extra.

(d) An afternoon shift means any shift commencing after 12 noon and finishing at or before midnight and a night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

PART III—APPLIES TO ALL WORKERS AS PROVIDED

Wages

Clause 10. (a) The minimum rate of wages for a male worker 20 years of age or over shall be:

	Per Hour	
	s.	d.
Blocking and case making	6	7
Mould making	6	5 $\frac{3}{4}$
Making of flatware by the jiggering process	6	4
Casting	6	4
Tube mill, filter press, and pug mill attending and workers handling clay in unprocessed state	6	4
Burning and tunnel kiln attending	6	3 $\frac{1}{4}$
Packers	6	2 $\frac{1}{4}$
All other workers	6	0 $\frac{1}{2}$

(b) After three month's employment with the same employer the rate prescribed in sub-clause (a) shall be increased by 1d. per hour.

(c) A "leading hand" is a worker in control of at least four others working as a team and shall be paid the following rates of pay per day extra while so employed:

	s.	d.
Four to five other workers	2	3
Six to seven other workers	2	7
Eight to nine other workers	3	0
Ten or more other workers	3	3

(d) Male workers may be employed to learn mould-making, and while so employed shall be paid 6s. 0½d. per hour increased as prescribed in sub-clause (b) hereof, and in addition the extra payments following:

	Per Hour
	d.
During the first six months	2
During the second six months	2½
During the third six months	3½
Thereafter.	5½

(e) Male workers may be employed to learn the making of flatware by the jiggering process, or to learn casting, and while so employed shall be paid 6s. 0½d. per hour increased as prescribed in sub-clause (b) hereof, and in addition the extra payments following:

	Per Hour
	d.
During the first six months	1½
During the second six months	2
During the third six months	2½
Thereafter.	3½

Youths

Clause 11. (a) Male workers under 20 years of age shall be paid in accordance with the following scale:

	Per Week
	£ s. d.
Under 17 years of age	5 9 2
17 to 18 years of age	6 7 6
18 to 19 years of age	7 11 8
19 to 20 years of age	9 8 4

Thereafter the rate prescribed in clause 10 for male workers over 20 years of age.

(b) The proportion of youths (males under 20) employed shall not exceed two youths to seven males over 20.

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

(c) No youth under 18 years of age shall be employed on shift work. A youth between 18 and 20 years of age employed on shift work shall be paid the rate prescribed for a male worker over 20 years of age.

(d) Male workers under the age of 20 years shall be entitled to extra payments in accordance with the following scale for the time worked on the classes of work stated:

	Per Hour
	d.
Mould making	5½
Making of flatware by the jiggering process	3½
Casting	3½
Tube mill, filter press and pug mill attending and workers handling clay in an unprocessed state	3½
Burning and tunnel kiln attendants	3
Packers	2

(e) Male workers under the age of 20 years may be employed to learn 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
				d.
During the first six months	..	..	..	2
During the second six months	..	..	..	2 $\frac{3}{4}$
During the third six months	..	..	..	3 $\frac{3}{4}$
Thereafter	..	..	..	5 $\frac{1}{2}$

(f) Male workers under the age of 20 years may be employed to learn the making of flatware by the jiggering process or to learn casting, and while so employed shall be paid the minimum wages prescribed in sub-clause (a) and in addition the extra payments following:

				Per Hour
				d.
During the first six months	..	..	..	1 $\frac{1}{2}$
During the second six months	..	..	..	2
During the third six months	..	..	..	2 $\frac{1}{2}$
Thereafter	..	..	..	3 $\frac{3}{4}$

Females

Clause 12. (a) Female workers shall be paid in accordance with the following scale:

				Per Week
				£ s. d.
Under 17 years of age	..	..	..	5 3 4
17 to 18 years of age	..	..	..	5 15 10
18 to 19 years of age	..	..	..	6 15 0
19 to 20 years of age	..	..	..	7 8 4
20 years and over	..	..	..	8 12 6

(b) In addition to the rates prescribed in sub-clause (a) female workers shall be entitled to extra payments in accordance with the following scale:

				Per Hour
				d.
Making of flatware by the jiggering process	..	..	..	3
Casting	..	..	..	3
Cup handle fettling and/or cup handle attaching	..	..	..	3
Decorating	..	..	..	3
Cup jiggering and/or cup fettling	..	..	..	3

(c) Female workers may be employed to learn the making of flatware by the jiggering process and to learn casting: to learn cup handle fettling and/or cup handle attaching: to learn cup jiggering and/or cup fettling: to learn decorating, and while so employed shall be paid the minimum wage prescribed in sub-clause (a) and in addition the extra payments following:

				Per Hour
				d.
During the first six months	..	..	..	1 $\frac{1}{2}$
During the second six months	..	..	..	2
During the third six months	..	..	..	2 $\frac{1}{2}$
Thereafter	..	..	..	3

(d) No female shall be employed on shift work.

(e) A "leading hand" is a worker in control of at least four others working as a team and shall be paid the following rates of pay per day extra while so employed:

			s.	d.
Four to five other workers ..	..	..	2	3
Six to seven other workers ..	..	..	2	7
Eight to nine other workers ..	..	..	3	0
Ten or more other workers ..	..	..	3	3

Holidays

Clause 13. (a) The following holidays shall be observed: Christmas Day, Boxing Day, New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day.

(b) In the event of one of the above holidays, other than Anzac Day, falling on a Saturday or 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 perform work under this agreement at any time during the fortnight ending on the day on which the holiday occurs.

(d) Where any worker has been employed by more than one employer during the fortnight ending on the day on which any of the above holidays occur, 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.

Annual Holidays

Clause 14. (a) Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944.

(b) (i) In addition to the holiday to which he is entitled under sub-clause (a) of this clause a worker who has worked on shift work for a complete year shall be allowed an additional week's holiday on the same terms as to payment as are provided for in the Annual Holidays Act 1944.

(ii) In addition to the holiday to which he is entitled under sub-clause (a) of this clause, a worker who has not worked on shift-work during the whole year, but for portion of the year only, shall be allowed such proportionate part of such additional week's holiday as is commensurate with the time he has worked as a shift-worker.

(c) In addition to the holiday to which he is entitled under sub-clause (a) of this clause, a day worker normally employed on a roster of a specified number of consecutive days on duty followed by a specified off duty period, shall be allowed two ordinary working days' holiday on the same terms as to payment as are provided for in the Annual Holidays Act 1944.

General Conditions

Clause 15. (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. John's current certificate shall be employed, and the employer shall pay to the said worker an honorarium of not less than £11 10s. per annum.

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

(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 provide female workers with overalls and caps, which shall be laundered at the employer's expense. In lieu of providing and laundering overalls and caps, the employer may pay the worker 4s. 3d. per week, providing that the worker has been employed for three days in that pay week.

(h) Accommodation used by the 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.

(j) An interval of 10 minutes shall be allowed each morning and afternoon.

Workers working overtime in excess of three hours shall be allowed an interval of 10 minutes at the end of two hours.

Termination of Employment

Clause 16. In the case of hourly workers after two weeks' employment with an employer, and weekly workers, one week's notice of the termination of employment shall be given by either party, and in the case of other 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 works committee provided for under clause 18.

Matters Not Provided For

Clause 17. 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 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 14 days after such decision shall have been communicated to the party desirous of appealing.

Job Delegate

Clause 18. Job delegates shall be elected from time to time by the employees and shall be recognised 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 17.

Accommodation

Clause 19. 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

Clause 20. The president, secretary, or authorised 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 of works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union

Clause 21. (a) Subject to the provisions of sub-section (5) of section 18 of the Industrial Conciliation and Arbitration Act 1936, it shall not be lawful for any employer bound by this agreement to employ or continue to employ in any position of 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 18 years or upwards, and every other person who for the time being is in receipt of not less than the minimum rates of wages prescribed by this agreement for workers of the age of 21 years of age or 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 fore-going provision, 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 and Conciliation and Arbitration Amendment Act 1936, which gives to workers the right to join the union.

Under-rate Workers

Clause 22. (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 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 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 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wages 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 periods as such inspector or other person shall think fit.

(c) Notwithstanding the fore-going, 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

Clause 23. This agreement shall apply only to the parties hereto.

Term of Agreement

Clause 24. This agreement, in so far as it relates to wages and other conditions shall be deemed to have come into force on 1 August 1961 and shall continue in force until 31 March 1963.

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

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

H. KAY, Secretary.

Witness to the above signature—J. M. Beatty.

Signed for and on behalf of the Amalgamated Brick and Pipe Co. Ltd.

T. E. CLARK, Director.

Witness to the above signature—G. C. Leitch.
