

NORTHERN INDUSTRIAL DISTRICT BRICK, TILE, POTTERY, AND PORCELAIN
WORKERS—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Auckland Ceramic, Concrete, Builders and General Labourers and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned firms and companies (hereinafter called “the employers”):

Amalgamated Brick and Pipe Co. Ltd., Customs Street, Auckland.
Auckland Gas Co. Ltd., Beaumont Street, Auckland.
Crum Brick, Tile and Pottery Co., Great North Road, New Lynn.
Huntly Brick and Fire Clay Co. Ltd., Box 14, Huntly.
Winstone Ltd., Queen Street, Auckland.

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 30th day of May 1963 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 20th day of December 1961.

[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.

PART I—DAY WORKERS

Hours of Work

2. (a) Forty hours shall constitute an ordinary week's work. The ordinary hours of work shall not exceed eight hours per day to be worked between the hours of 7.30 a.m. and 5 p.m. on each day, Monday to Friday, both days inclusive.

(b) Subject to the provisions of subclause (a) of this clause, 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) Workers 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: 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.

Overtime

3. (a) All time worked in excess 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.

(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.

Sundays and Holidays

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 payment to which the worker is entitled under clause 12 hereof.

PART II—SHIFT WORKERS

Definition

5. For the purpose of this part of this award "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 out-going shift.

Work shall not be deemed to be shift-work unless shifts are worked on four or more consecutive working days or in the case of intermittent kilns for the cycle of the kiln.

Hours of Work

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 mealbreaks, to be worked between midnight Sunday-Monday and midnight Friday-Saturday.

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 the 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

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 subclause (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

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 12 hereof.

Shift Allowance

9. 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.

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

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

	Per Hour
	s. d.
Flanging and moulding	6 7
Sticking	6 5½
Quarrying and when working in clay pit	6 4
(NOTE—The margin of 4d. 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.)	
Pipe inspector	6 3¼
A pipe inspector is a person whose main duties are inspecting and measuring pipes for rubber ring joints, using a precision measuring instrument to gauge size.	
Setting and drawing	6 3
Operating internal transport	6 2½
Burning and tunnel-kiln attending	6 2½
Machinists—	
Brick machine – worker in charge	6 1¾
Pipe machine – workers operating	6 0¾
All other workers	6 0

(b) After three months' employment with the same employer the rate prescribed in subclause (a) of this clause shall be increased by 1d. per hour.

(c) A "machinist" is a worker who operates a machine by which the goods are shaped.

(d) Workers engaged on cleaning flues of continuous kilns shall be paid a minimum of 6s. 3d. per day extra as dirt money. Any dispute as to the extra amount to be paid for any particular continuous or intermittent kiln shall be settled in accordance with clause 16.

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

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

(f) Labourers may be employed to learn flanging and moulding, and while so employed shall be paid a minimum wage of 6s. per hour increased as provided in subclause (b) of this clause, and in addition to the extra payment following:

				Per Hour	
				d.	
During the first six months	..	..	..	1	$\frac{1}{4}$
During the second six months	..	..	..	2	$\frac{3}{4}$
During the third six months	..	..	..	5	$\frac{1}{4}$
Thereafter	..	..	..	7	

(g) Labourers may be employed to learn sticking and while so employed shall be paid a minimum wage of 6s. per hour increased as provided in subclause (b) of this clause 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	$\frac{1}{2}$
Thereafter	..	..	..	5	$\frac{1}{4}$

Youths

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	4
17 to 18 years of age	..	..	..	6	7	10
18 to 19 years of age	..	..	..	7	11	4
19 to 20 years of age	..	..	..	9	8	1

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 individual 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 worker over 20 years of age.

(d) Where a youth is required to work at any of the positions classified in clause 10 (a) hereof he shall be paid the difference between the appropriate rate and the "all other workers" rate prescribed therein in addition to his weekly rate.

When a youth has completed 18 months at either flanging and moulding or sticking he shall be paid the appropriate rate prescribed in clause 10 (a).

Holidays

12. (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. At Kamo, Huntly, and Taumarunui another day may be allowed as a holiday instead of Anniversary Day.

Fourteen days before Anniversary Day, the employer shall notify the union of the day substituted for 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 award 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 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.

Annual Holidays

13. (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 subclause (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 subclause (a) of this clause, a worker who has not worked on shift-work during the whole year, but for a 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 subclause (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 and a half ordinary working days' holiday on the same terms as to payment as are provided for in the Annual Holidays Act 1944.

General Conditions

14. (a) (i) This paragraph applies in cases where a cooling system is available:

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.

A worker required to work in a kiln where the temperature is between 120 degrees and 130 degrees Fahrenheit shall be paid 4d. per hour extra with a minimum payment of 1s. 8d. per day.

Where the temperature is over 130 degrees Fahrenheit the worker shall be paid 9d. per hour extra with a minimum payment of 3s. per day.

(ii) This paragraph applies in cases where no cooling system is available:

Where the temperature of the air in which the men are required to work is over 120 degrees Fahrenheit, the men at work may, without prejudice to their employment, discontinue their work until the temperature lowers to 120 degrees.

A worker required to work in a kiln where the temperature is between 110 degrees and 120 degrees Fahrenheit shall be paid 4d. per hour extra with a minimum of 1s. 8d. per day.

Where the temperature is between 120 degrees and 130 degrees Fahrenheit the worker shall be paid 9d. per hour extra with a minimum of 3s. per day.

Where the temperature is over 130 degrees Fahrenheit the worker shall be paid 1s. 3d. per hour extra with a minimum payment of 4s. 6d. per day.

(iii) The employer shall supply thermometers to test the heat of each kiln. Temperatures shall be measured at head height at the place in the kiln where the work is to be performed.

(iv) Where the inside of a kiln's temperature is over 600 degrees Centigrade, burners employed on intermittent kilns manually fired and burning solid fuels, shall be paid 1s. 8d. per shift extra.

(b) 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.

(c) Wages shall be paid weekly during working-hours and not later than Thursday, unless another day be mutually agreed upon.

(d) No deduction shall be made by the employer from an employee's wages by reason of a stoppage of work of less than 30 minutes.

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

(f) 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 £11 10s. per annum if more than 100 workers are employed in the establishment and not less than £5 15s. per annum if 100 or less are employed.

(g) One worker shall be deputed to boil water for the workers' meals before meal time.

(h) 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.

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

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

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

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

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

(m) Clay pit workers shall be supplied with a waterproof coat or cape once each year. The garment shall remain the property of the employer and shall be returned to him if the engagement is terminated.

Coats or other waterproof clothing shall be available for other workers required to work in rain.

Termination of Employment

15. 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.

Matters Not Provided For

16. 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 14 days after such decision shall have been communicated to the party desirous of appealing.

Accommodation

17. 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.

Workers to be Members of Union

18. (a) 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 the Auckland Ceramic, Concrete, Builders and General Labourers and Related Trades Industrial Union of Workers.

(b) For the purposes of subclause (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 rate of wages prescribed by this award for workers of the age of 21 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.

(d) On request of the union secretary, the employer shall furnish a list of employees: Provided that such lists shall not be required at shorter intervals than six months.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

19. (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 14 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.

Right of Access Upon Premises

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 or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Application of Award

21. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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

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

Term of Award

23. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 1st day of December 1961, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of May 1963.

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 20th day of December 1961.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Clause 18 (Workers to be Members of Union) has been inserted in the form in which it was agreed upon in Conciliation Council. The attention of parties bound by the award is drawn to the opinions of the Court recorded in Volume 55 Book of Awards, page 1212, and in Volume 58 Book of Awards, page 2089.

A. TYNDALL, Judge.