

NORTHERN, WELLINGTON, CANTERBURY, AND OTAGO AND SOUTHLAND  
**BRUSH AND BROOM TRADE EMPLOYEES—AWARD**

*[Filed in the Office of the Clerk of Awards, Dunedin]*

In the Court of Arbitration of New Zealand, Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Federated Brush and Broom Trade Employees Industrial Association of Workers (hereinafter called “the union”) and the under-mentioned persons, firms, and companies (hereinafter called “the employers”):

Bon Brushes Ltd., 2 Byron Street, Christchurch.  
Brown, J. F., and Sons Ltd., Portage Road, New Lynn, Auckland.  
Bunting and Co. (Christchurch) Ltd., Fife Street, Christchurch.  
Bunting and Co. (Otago) Ltd., 135 Great King Street, Dunedin.  
Bunting and Co. (Auckland) Ltd., 49–57 Main Highway, Ellerslie, Auckland.  
Disabled Servicemen’s Re-establishment League, Parnell Road, Auckland.  
Hamilton United Brush Co., 180 Durham Street, Christchurch.  
Heath’s Utility Mops (N.Z.) Ltd., 125 Albert Street, Auckland.  
National Brush Co. (N.Z.) Ltd., Great South Road, Auckland.  
New Dominion Brush Co. Ltd., Wanganui.  
Raven Brothers, 1 Falcon Street, Parnell, Auckland.  
Ringamops (N.Z.) Ltd., Parnell Road, Auckland.  
Talus Brushware Co., Levin.  
Trevithick, C., 1 Whites Line West, Lower Hutt.

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 June 1964 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 27th day of July 1962.

[L.S.]

K. G. ARCHER, Judge.

#### SCHEDULE

##### *Industry to Which Award Applies*

1. This award shall apply to the brush and broom industry except the manufacture of industrial power brushes.

##### *Hours of Work*

2. Except as provided in clause 7 hereof, the ordinary hours of work shall be 40 per week, and not more than eight hours shall be worked on each of five days of the week from 8 a.m. to 5 p.m. from Monday to Friday, both days inclusive. Not less than 45 minutes shall be allowed for a meal, but in cases where the majority of the workers in any factory agree with the employer for a lesser period, not less than 30 minutes shall be allowed.

##### *Overtime*

3. Work done before the ordinary time for commencing work or after the ordinary time for ceasing work shall be paid for as follows: Time and a half for the first three hours, and thereafter double time: Provided that all time worked after 9 p.m. or before 6 a.m. shall be paid for at double time rates. A minimum of three hours' work shall be provided for workers called upon to work on Saturday.

##### *Holidays*

4. (a) The following shall be the recognised holidays which, if they fall on an ordinary working day, shall be paid for: Christmas Day, Boxing Day, New Year's Day, the day following that upon which New Year's Day is observed, Good Friday, Easter Monday, Anzac Day, Labour Day, Anniversary Day, and the birthday of the reigning Sovereign.

(b) All work performed on any of the days prescribed in subclause (a) hereof shall be paid for at the rate of double time in addition to the ordinary day's pay.

(c) Should any of the prescribed holidays, except Anzac Day, fall on a Saturday or a Sunday such holidays shall be observed on the next ordinary working day or days.

(d) In districts where Anniversary Day is not generally observed, another day may be substituted in lieu thereof, arrangements for the substituted holiday to be made with the union not later than one month prior to the usual holiday.

(e) Subject to the provisions of the Factories Act, the employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for that employer during the fortnight ending on the day of any holiday referred to in subclause (a) of this clause.

(f) An annual holiday shall be allowed to all workers in accordance with the provisions of the Annual Holidays Act 1944. Such holiday shall be given and taken in conjunction with the Christmas - New Year holidays.

(g) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday, the employer may before that date pay to him, in addition to all other amounts due to him at that date, including amounts to which he is entitled in respect of any special holidays, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.

### Wages

5. (a) The following shall be the minimum rates of wages payable to adult male workers:

- (i) Paintbrush maker, sawyers, shaper (hand), wood turner (hand), borer (freehand), pan hand, spray gun operator, four sider planer operator, bass broom worker (who sets up automatic filling machine), and corn broom maker, 6s. 8½d. per hour for the first month, thereafter £13 9s. 2d. per week.

Provided that 1d. per hour additional shall be paid to those of the above-mentioned workers who have, at the date of the coming into force of this award, been employed continuously with the same employer for not less than three years or who may hereafter complete three years' continuous service with the same employer.

- (ii) Corn broom sorter, wood turner (automatic), other bass broom worker (who sets up his own machine), twisted wire brush maker, duco workers other than sprayers, trimmer (non-automatic), filling machine operator (non-automatic), handle and dowel machine operator (who sets up his own machine), other hairlok workers, and yardmen timber stackers 6s. 1½d. per hour for the first month, thereafter £12 4s. 9d. per week.

- (iii) All other workers, 5s. 9d. per hour for the first month, thereafter £11 10s. 3d. per week.

(b) The following shall be the minimum weekly rates of wages payable to junior male workers:

Age Commencing	First Year		Second Year		Third Year		Fourth Year		Fifth Year	
	First Six Months	Second Six Months	First Six Months	Second Six Months	First Six Months	Second Six Months	First Six Months	Second Six Months	First Six Months	Second Six Months
Under 16 ..	71/7	82/2	97/-	108/9	123/7	136/1	150/4	163/4	176/11	190/-
16 to 17 ..	80/3	90/2	99/6	113/1	126/9	139/2	152/10	169/7	189/4	..
17 to 18 ..	91/5	102/6	117/5	129/10	144/1	161/6	170/10	189/4	..	..
18 to 19 ..	106/11	118/8	134/2	160/3	170/2	188/9	..	..	..	..
19 to 20 ..	133/7	150/4	169/7	187/6	..	..	..	..	..	..
20 to 21 ..	151/7	187/6	..	..	..	..	..	..	..	..

Thereafter, or on attaining the age of 21 years, the rate prescribed for adult male workers.

A proportion of one junior to three journeymen or fraction of three journeymen in classes (i) and (ii) only shall be allowed.

(c) The following shall be the minimum weekly rates of wages payable to female workers:

Age Commencing	First Six Months	Second Six Months	Third Six Months	Fourth Six Months	Fifth Six Months	Sixth Six Months	Seventh Six Months
Under 16 .. .. .	70/4	78/5	89/7	99/6	109/4	124/3	139/9
16 to 17 .. .. .	78/5	89/7	99/6	109/4	124/3	139/9	..
17 to 18 .. .. .	89/7	99/6	109/4	124/3	139/9	..	..
18 to 19 .. .. .	99/6	109/4	124/3	139/9	..	..	..
19 to 20 .. .. .	109/4	124/3	139/9	..	..	..	..
20 to 21 .. .. .	124/3	139/9	..	..	..	..	..

And thereafter, or on attaining the age of 21 years, not less than £8 10s. per week.

(d) Any worker who is at present receiving more than the minimum wage herein prescribed shall not have his or her wages reduced.

(e) Wages shall be paid weekly not later than Thursday, and on the premises of the employer during working hours. Provided that where wages are normally paid on Thursday, and a holiday falls on the Friday following, wages for that week shall be paid in full not later than Wednesday.

#### Part-time Workers

6. (a) Where the employer does not regularly require the services of an adult female worker for the full period of 40 hours per week or such other number of ordinary hours as is normally worked in the particular establishment or department he shall pay such workers *pro rata* the appropriate scale of salary plus 10 per cent.

(b) Where an adult female worker is unable to accept full time employment the employer shall pay *pro rata* the appropriate scale salary.

(c) These provisions shall not be used for the purposes of reducing the hours of work or earnings of any worker.

(d) Notice of the engagement of any part-time worker shall be given by the employer to the local union within seven days of the commencement of employment.

#### Plastic Moulding Section

7. In the plastic moulding department of Bunting and Co. Ltd. of Christchurch, the terms of this award shall apply where applicable, subject to the following modifications:

(a) The plastic moulding department shall include workers employed on, or in connection with, blow moulding, compression moulding, injection moulding, slush moulding, extrusion, calendering, casting, plastic coating of materials, vacuum forming, sheet shaping, fabricating, and other methods of shaping synthetic and semi-synthetic plastic materials.

(b) *Wage Rates:*

Male workers – First six months service, 5s. 11d. per hour.

After six months service, 6s. 0 $\frac{1}{4}$ d. per hour.

Female workers – Female workers may be employed under the conditions and at the rates of wages prescribed in clause 5 of this award.

(c) Subject to the provisions of the Factories Act, only male workers may be employed on afternoon or night shift work.

(d) The ordinary hours of shift workers shall not exceed five shifts of eight hours each to be performed between the hours of midnight Sunday/Monday and midnight Friday/Saturday.

(e) The above hours of shift workers shall be continuous inclusive of crib time and smoko time.

- (f) *Overtime* – Work done before the ordinary time for commencing work or after the ordinary time for ceasing work as set out in subclause (g) of this clause, shall be paid for as follows: Time and a half for the first three hours, and thereafter double time: Provided that all overtime worked after 9 p.m. or before 6 a.m. shall be paid for at double time rates. Overtime shall be calculated on a daily basis.
- (g) Shifts normally shall be worked as follows:
- |                 |    |    |    |                   |
|-----------------|----|----|----|-------------------|
| Day shift       | .. | .. | .. | 8 a.m. to 4 p.m.  |
| Afternoon shift | .. | .. | .. | 4 p.m. to 12 p.m. |
| Night shift     | .. | .. | .. | 12 p.m. to 8 a.m. |
- This shall not prevent day workers being employed between 8 a.m. and 5 p.m. provided that the hours may be varied by mutual agreement between the employer and the worker and/or shop delegate.
- (h) A worker employed on afternoon or night shift shall, while so employed, be paid 4s. 6d. per shift in addition to ordinary rates.
- (i) Holidays shall be allowed in accordance with the provision of the Annual Holidays Act 1944. In lieu of two weeks' annual holiday, shift workers regularly and continuously employed on afternoon or night shift or on three rotating shifts shall be allowed three weeks' annual holiday upon the completion of each year's service. The third week's holiday may be allowed either in conjunction with or separately from the first two weeks as the employer may decide.

#### *Increase in Rates of Remuneration*

8. On and after the 26th day of July 1962 the rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953 and dated the 4th day of July 1962.

(EXPLANATORY NOTE—The general order of 4 July 1962, which took effect on 26 July 1962, increased rates of remuneration determined by awards and industrial agreements by an amount equal to 2½ per cent thereof, but excluded from the scope of the increase all allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

For the purposes of the general order the term "remuneration" in relation to rates determined by awards and industrial agreements is defined by the regulations as meaning salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commissions, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

#### *Certificate of Service*

9. The employer shall furnish all workers with a certificate upon the termination of the service from any cause showing the time served.

#### *Termination of Employment*

10. In the case of hourly workers, 24 hours' notice of the termination of service of the worker shall be given by the employer to the worker or by the worker to the employer. In the case of weekly workers, one week's notice shall be given. Where the employment is terminated without the requisite notice, one week's wages shall be paid or forfeited as the case may be in the case of weekly workers, and one day's wages shall be paid or forfeited as the case may be in the case of hourly workers. Nothing in this clause shall prevent the summary dismissal of a worker for wilful misconduct.

*Matters Not Provided For*

11. 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 local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Inspector of Awards 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 desiring to appeal.

*Right of Entry Upon Premises*

12. The secretary or other authorised 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 employer's business.

*Unqualified Preference*

13. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within fourteen days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

*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 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.

#### *General Conditions*

15. (a) Employers shall allow meal money at the rate of 5s. per meal when workers are called upon to work overtime after 6 p.m.: Provided that such workers have not been notified on the previous day of the intention to work overtime and cannot reasonably get home for their meals.

(b) Work may be done by piecework or on the premium bonus system, but in either case at such rates as shall secure to a worker of average ability at least 10 per cent more than the minimum rate provided in this award: Provided that all bonus or piecework rates shall be agreed upon between the union and the particular employer concerned.

(c) A first aid compressed kit, suitably equipped and maintained, shall be kept in a convenient and accessible place in every factory. When the factory operates on more than one storey a kit shall be kept on each storey.

(d) Workers employed at dipping and spraying shall, at their request, be supplied with respirators.

(e) Females shall not be employed at or on pan-work or at freehand boring; or at boring brushes, brooms, stocks, or boards when the size of the bit or drill is  $\frac{3}{8}$  of an inch or over unless a fully automatic machine (except bass broom machine) is operated.

(f) For yardmen whose duty it is to stack or bring in timber from the racks, waterproof coats and leggings shall be made available for use in wet weather, such coats and leggings to remain the property of the employer.

(g) A break of 10 minutes morning and afternoon shall be allowed without deduction from the workers' wages.

(h) No overtime shall be worked on the night of the usual union meeting or on the night of any special meeting called in accordance with the provisions of the union rules: Provided that not less than seven days' notice of any such meeting shall be given to the employer.

(i) Every employer shall, on written request from the local union or its representatives, supply the names, private addresses, and occupations of all workers in his employ coming within the scope of this award, but not more often than at six monthly periods.

(j) Dirt money at the rate of 6d. per hour shall be paid to workers whilst removing fibres from pitch-set brushware, pitch-set road sweepers, or rotary polishers 11 inches or over made of fibre, bass, or cane.

(k) Female employees shall be provided with suitable smocks which shall remain the property of the employer.

#### *Partial Exemption*

16. In so far as it prevents or restricts the employment and training of discharged soldiers pursuant to the Disabled Soldiers Civil Re-establishment Act 1930, and the regulations made under that Act on the 6th day of July 1931 (*Gazette*, 9 July 1931, page 2076), this award shall not apply to the Disabled Servicemen's Re-establishment League, Auckland.

*Application of Award*

17. 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 districts to which this award relates.

*Scope of Award*

18. This award shall operate throughout the Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts.

*Term of Award*

19. 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 first day of the working week in each establishment commencing on or after the 25th day of June 1962, 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 June 1964.

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 27th day of July 1962.

[L.S.]

K. G. ARCHER, Judge.

## MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 13 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

K. G. ARCHER, Judge.