

**CANTERBURY BRICK, TILE, AND CLAY WORKERS—AWARD**

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

Austin Chalk Co. Ltd., 91 Byron Street, Waltham, Christchurch.  
 Brightling, John, Ltd., 213 Lichfield Street, Christchurch.  
 Crumm Bros. Ltd., Kermod Street West, Ashburton.  
 Glenmore Bricks Ltd., Port Hills Road, Christchurch.  
 Homebush Brick and Pipe Co., Glentunnel.  
 McSkimming and Son Ltd., 322 Tuam Street, Christchurch.  
 Murphy Bros. (Christchurch) Ltd., 100 Centaurus Road, St. Martins, Christchurch.  
 South Canterbury Brick Works Ltd., College Road, Timaru.

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 31st day of March 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 3rd day of September 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

*Industry to Which Award Applies*

1. This award shall apply to the manufacture of all clay products, other than those provided for in the Canterbury Pottery Workers' Award, whether glazed or unglazed, consisting of clay in any proportion requiring to be burnt or baked.

*Hours of Work*

2. (a) 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, except in the case of burners.

(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) Burners on intermittent kilns may be worked in shifts not exceeding eight hours including half an hour crib time, but the kiln shall not be left unattended at any time during the shift. The normal week's work shall be 40 hours. Any time worked in excess of 40 hours weekly, or eight hours daily, shall be paid at overtime rates: Provided that time worked after 12 noon on Saturdays shall be paid for at double time rates.

(d) Burners on continuous kilns may be worked in shifts not exceeding eight hours, including half an hour crib time, but the kiln shall not be left unattended at any time during the shift. The week's work shall not average more than 40 hours per week over each four-weekly period. Burners shall have the right to arrange a roster in conformity with the foregoing, subject to the approval of the employer: Provided that time worked after 12 noon on Saturdays shall be paid for at double time rates; except that where a shift commences after 12 noon on Saturdays it shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(e) Workers, with the exception of burners, shall not be required to work continuously for more than five hours without an interval of at least three-quarters of an hour for a meal: Provided that this may be reduced to half an hour by mutual agreement between the employer and a majority of his workers.

(f) Shifts may be worked as required. Workers employed on afternoon or night shifts shall be paid 4s. 9d. per shift additional. Where a complete shift is not worked the worker shall be paid a proportionate amount of the shift allowance. 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.

*Wages*

3. (a) The following shall be the minimum rates of wages for the respective classes of workers:

	Per Hour	
	s.	d.
Flangers and moulders	6	9
Stickers	6	7½
Setters, drawers, and clay-fallers	6	4¾
Burners	6	4½
Clay temperer	6	3¾
All other workers	6	2

(b) Finishing burners employed on other than continuous kilns shall be paid 4½d. per hour in addition to the rate prescribed herein whilst employed on burning. A finishing burner is a worker who is responsible for the glazing and finishing off the kiln.

(c) A worker driving a fork hoist continuously shall be paid 2d. per hour extra.

(d) Piecework shall be prohibited.

(e) (i) Youths under and up to the age of 20 years may be employed and paid not less than the following rates of wages:

		Per Week		
		£	s.	d.
Under 18 years of age	.....	6	11	0
18 to 19 years of age	.....	7	15	0
19 to 20 years of age	.....	9	0	0
Thereafter, adult rates.				

(ii) No youths under 16 years of age shall be employed.

(iii) Youths under 18 years of age shall not be required to carry weights in excess of 56 lb.

(iv) 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 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.

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

#### *Overtime*

4. (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: Provided that except as prescribed in subclause (d) of clause 2 all time worked after noon on Saturday shall be paid for at the rate of double time.

(b) Overtime shall be calculated daily.

(c) Workers called back on Saturdays shall be guaranteed a minimum of two hours' work. All work done on Sundays shall be paid for at double ordinary rates with a minimum payment as for two hours' work.

#### *Holidays*

5. (a) The following shall be observed as full holidays without deduction from pay: Christmas Day, Boxing Day, New Year's Day and the following working day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Show Day or a day in lieu thereof.

(b) 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: Provided that for the purposes of this subclause workers whose employment is covered by this award shall be deemed to be subject to the provisions of section 28 (2) of the Factories Act 1946, as amended by section 6 of the Factories Amendment Act 1956.

(c) All work performed on any of the above holidays or on days substituted therefor shall be paid at double time rates in addition to any holiday payment due, with a minimum payment as for two hours' work.

(d) In the event of a holiday, other than Anzac Day, falling on a Saturday or 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.

(e) The provisions of the Annual Holidays Act 1944, shall apply to workers under this award, except that shift workers on rotating shifts, or usually employed on the afternoon and night shifts, shall on completion of 12 months' work, be allowed an extra five working days on pay, or payment in lieu thereof.

### *General Conditions*

6. (a) When the temperature of a kiln in the centre is over 120 degrees Fahrenheit, the men at work in the kiln may, without prejudice to their employment, discontinue their work in the kiln until the temperature is lowered to 120 degrees. The employer shall supply thermometers to test the heat of each kiln.

(b) If any worker is required to work at any job other than his usual employment, he shall be paid 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 is mutually agreed upon. Details of the wage make-up shall be supplied to each worker or his wage card shall be available for his inspection.

(d) Workers employed on overtime after 6 p.m. shall be paid 5s. tea money: Provided, however, that where a worker can reasonably get home for his meal and return within the period allowed the allowance shall not be payable.

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

(f) A modern first aid emergency case fully equipped, shall be kept by each employer in a convenient and accessible position. Each and every accident shall be reported by the worker to the management without delay.

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

(h) A rest period of 10 minutes shall be allowed to each worker each morning and afternoon. This rest period shall also apply to shift workers at appropriate intervals.

(i) A worker required to work continuously in any compartment where the temperature exceeds 120 degrees Fahrenheit shall be paid 4½d. per hour extra for the time so employed, with a minimum of 1s. 6d.

(j) Workers, while cleaning the flues of continuous kilns during shut down periods, shall be paid 8d. per hour extra with a minimum payment of 2s. 9d. This provision shall apply also to the cleaning of the main race to the chimney stack in the case of intermittent kilns.

(k) When workers are required to work outside continuously in rain they shall be supplied with oilskin coats. The workers shall take proper care of the coats, which shall remain the property of the employer.

(l) Hot and cold water shall be made available at knock-off time.

(m) Workers using a spray-gun for glazing shall be paid 4½d. per hour extra with a minimum payment of 1s. 6d.

(n) Workers shall be allowed 2s. 6d. per week, payable at quarterly intervals, as a clothing allowance.

### *Termination of Employment*

7. (a) In the case of weekly workers one week's notice of the termination of employment shall be given by the party desiring to terminate the employment, and in the case of hourly workers two hours' notice of termination by either party shall terminate the employment, but nothing herein contained shall prevent an employer from summarily dismissing a worker for wilful misconduct.

(b) When a worker is discharged he shall be paid without delay, and when a worker leaves a job he shall, on demand, be paid within 24 hours of leaving. All waiting time beyond the prescribed time shall be paid for at ordinary rates.

### *Accommodation*

8. (a) Employers shall provide accommodation to enable workers to change and dry their clothes and have their meals.

(b) Employers shall provide facilities for boiling water at mealtimes.

(c) Employers shall provide sanitary accommodation for the workers.

(d) Adequate and suitable facilities for washing, including soap and clean towels or other suitable means of cleaning or drying, shall be provided and maintained.

#### *Settlement of Disputes*

9. 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. In default of agreement, the dispute shall be referred to the Conciliation Commissioner for the district for decision. Either side shall have the right of appeal to the Court of Arbitration within 14 days after such decision shall have been made known to the party desirous of appealing.

#### *Right of Access Upon Premises*

10. 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.

#### *Unqualified Preference*

11. (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 14 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 do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purpose 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.

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

#### *Under-rate Workers*

12. (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.

#### *Application of Award*

13. 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*

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

#### *Term of Award*

15. 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 9th day of August 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 31st day of March 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 3rd day of September 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 11 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

The rates of remuneration prescribed in the award are *not* to be increased by the application of the provisions of the Court's general order of 4 July 1962.

K. G. ARCHER, Judge.

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