

CANTERBURY POTTERY 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 companies (hereinafter called "the employers"):

Luke Adams Ltd., 383 Colombo Street, Christchurch.

N.Z. Insulators Ltd., Temuka.

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 23rd day of July 1965 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 19th day of September 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the manufacture of all pottery ware and porcelain products.

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. Monday to Friday inclusive, except in the case of burners.

(b) Subject to subclause (a) of this clause, daily hours may 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 required to work shifts. If so required, 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 for at overtime rates.

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

(e) Shifts may be worked; and where two or three shifts are worked in any one day the preceding subclauses shall be modified to the following extent: shifts shall consist of eight hours, and during each shift 30 minutes shall be allowed for a meal without deduction from wages. A worker employed on shift work under this subclause shall be paid 5s. extra for his shift if any part of such shift falls between 5 p.m. and 7 a.m., but this shall not apply where four rotated shifts are worked whilst existing arrangements continue. For the purposes of overtime and other conditions of this award, a day in the case of shift work shall be deemed to have commenced at the hour of commencement of the shift and shall continue for 24 hours thereafter.

Wages

3. (a) The following shall be the minimum rates of wages for adult male workers employed in or about pottery works:

	Per Hour	
	s.	d.
Throwers	6	11 $\frac{3}{4}$
Mould makers	6	9 $\frac{1}{2}$
Turner	6	6 $\frac{3}{4}$
Setter and/or tunnel kiln worker	6	6 $\frac{1}{2}$
Man in charge of slip room	6	6 $\frac{1}{2}$
Press operator	6	5 $\frac{1}{2}$
Other slip room workers	6	4 $\frac{1}{2}$
Sprayer and dipper	6	4 $\frac{1}{2}$
Jigger and jollier	6	4
All other workers	6	4

A leading hand appointed as such shall be paid 2s. 6d. per day extra.

(b) Definition: A "setter" is a worker continuously employed in the kiln and responsible for the setting of the articles in the kiln.

(c) The following shall be the minimum weekly rates of wages for youths:

Age Commencing	First Six Months	Second Six Months	Third Six Months	Fourth Six Months	Fifth Six Months	Sixth Six Months	Fourth Year
Under 17 ..	86/-	95/-	115/6	130/6	150/-	170/6	206/-
17 to 18 ..	104/-	115/6	129/-	141/6	156/-	203/6	..
18 to 19 ..	113/6	125/-	140/-	155/6	170/6	203/6	..
19 to 20 ..	137/6	153/6	170/-	203/6	..	..	..
20 to 21 ..	167/-	200/6	..	..	..	..	..

Thereafter adult rates: Provided that a worker of the age of 21 years or upwards shall be paid not less than the wage for the time being prevailing under the Minimum Wage Act.

(d) The proportion of youths employed at any works shall not exceed one youth to every worker over 21 years of age.

(e) Piecework shall be worked at rates such as will enable a competent worker of average ability to earn at least 15 per cent more than the minimum rate provided by this award for the particular class of work.

Employment of Females

4. Female workers may be employed on the following conditions:

(a) *Wages*—The minimum weekly rates of wages for females shall be:

Age Commencing	First Year		Second Year		Third Year		Fourth Year	
	First Half	Second Half	First Half	Second Half	First Half	Second Half	First Half	Second Half
Under 16	79/-	87/6	97/-	107/-	116/-	125/6	140/6	151/6
16 to 17	86/-	95/-	104/6	113/6	123/-	133/6	147/-	156/-
17 to 18	92/6	101/6	112/-	121/6	130/6	139/6	151/6	160/-
18 to 19	99/6	109/6	119/-	128/-	137/-	146/-	158/6	169/-
19 to 20	107/6	116/6	126/-	135/-	146/6	156/6	169/-	..
20 to 21	116/-	128/-	146/6	156/6	169/-	169/-	..	..
21 and over ..	146/6	156/6	169/-	169/-	..	..	..	..

Thereafter not less than £9 per week.

(b) The employer shall provide the following:

- (i) Overalls and caps;
- (ii) Work seats, where necessary;
- (iii) Reasonable facilities for supplying warmth in cold weather;
- (iv) Lockers wherein clothes may be kept.

Payment of Wages and Terms of Engagement

5. (a) Wages shall be paid weekly during working hours and not later than Thursday in each week. Details of the wage make-up shall be made available to any employee on request and he shall be entitled to take a copy of same if he so desires.

(b) In the case of weekly workers, no reduction shall be made from the wages of any such worker except for time lost through the sickness, accident, default, or voluntary absence from work of the worker. In the case of workers other than weekly workers, payment shall be for time worked.

(c) In the case of weekly workers, one week's notice of termination of employment shall be given by either party. In the case of hourly workers, one hour's notice of termination of employment shall be given by either party.

Workers who have been continuously employed for more than one month shall be treated as weekly workers for the purpose of this subclause. Where the appropriate notice is not given wages shall be paid or forfeited as the case may require.

(d) Nothing in this award shall have the effect of reducing the wage of any worker whilst he continues in his present position of employment.

Overtime

6. (a) All time worked in excess of the hours prescribed 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: Provided that four hours may be worked up to noon on Saturday at time and a half rate.

(b) Overtime shall be calculated daily.

Holidays

7. (a) The following shall be the recognised holidays—viz., 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 Show Day, but in South Canterbury another day shall be substituted for Show Day.

(b) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this award who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs. Where any person has been employed upon work coming within the scope of this award by more than one employer during the fortnight ending on the day on which any of those holidays occurs, he shall be entitled to receive payment for the holiday from one or more of those employers and, if more than one, in such proportions as the Inspector of Awards determines.

(c) All work performed on any of the above holidays or days substituted therefor shall be paid at double time rates in addition to any holiday payment due.

(d) In the event of a holiday, 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.

Annual Holidays

8. The provisions of the Annual Holidays Act 1944 shall apply to workers under this award.

General Conditions

9. (a) When the temperature of a kiln where a man is working 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 Fahrenheit. The employer shall supply thermometers to test the heat of each kiln.

(b) The foregoing subclause shall apply to factories where cooling systems are in use; in factories where cooling systems are not in use the temperature shall not exceed 110 degrees Fahrenheit.

(c) If any worker is required to work at any job other than his usual employment he shall be paid the rate prevailing for such job for the time so worked if such is higher than his ordinary rate of pay.

(d) In the event of a worker working overtime more than one hour after the usual time for ceasing work, without having received notice the previous day, or not being able to return home for his meal, he shall be paid 5s. meal money.

(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) Gumboots shall, where necessary, be supplied by the employer when workers are working in water, slush, or in wet concrete over 1 in. in depth.

(h) A rest period of 10 minutes shall be allowed to each worker each morning and afternoon.

(i) Reasonable facilities for supplying warmth in cold weather shall be provided.

(j) When workers are required to work outside in wet weather they shall be supplied with oilskin coats and gumboots. These items to remain the property of the employer.

Accommodation

10. Each employer shall, if required, provide accommodation to enable workers to change and dry their clothes and have their meals, and facilities for boiling water shall be provided at mealtimes. Hot and cold water, with basins, shall be available. The employers shall also provide sanitary accommodation for the workers.

Disputes Committee

11. The essence of this award being that the work of the employer 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

12. The president, secretary, or other authorised representative of the union of workers 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 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 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.

(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

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.

Application of Award

15. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this

award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award

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

Term of Award

17. 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 pay period in each establishment commencing on or after the 24th day of July 1963, 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 23rd day of July 1965.

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 19th day of September 1963.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 13 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
