

WELLINGTON, MARLBOROUGH, NELSON, AND WESTLAND
BRICK, TILE, POTTERY, ETC., WORKERS—AWARD

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

In the Court of Arbitration of New Zealand, Wellington, Marlborough, Nelson, and Westland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Wellington, Nelson, Westland, and Marlborough Local Bodies, other Labourers, and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned persons, firms, and companies (hereinafter called “the employers”):

Amalgamated Brick and Pipe Co. Ltd., Hamilton Chambers, Wellington.
Bishopdale Potteries Ltd., Main Road, Bishopdale.
Blenheim Brick and Pipe Co., Taumarina.
Brick and Pipe Ltd., Palmerston North.
Eves, S. T., Brickmakers, Havelock North.
Greymouth Brick and Tile Co. Ltd., Karoro.
Hume Industries N.Z. Ltd., P.O. Box 287, Wellington.
Marton Junction Brick and Tile Works Ltd., Marton.
Nelson Brick and Pipes Ltd., 105–109 Trafalgar Street, Nelson.
Nelson Brick and Pottery Works, Nelson.
Winstones Roofing Tile Works Ltd., Plimmerton.

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 24th day of October 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 24th day of April 1963.

[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.

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 of 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: 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 of eight hours, inclusive of meals. 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) Except as provided hereunder, 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 may be reduced to half an hour by mutual agreement between the employer and a majority of his workers.

(f) Any time worked in excess of four and a half hours without an interval of half an hour for a meal shall be paid for at overtime rates: Provided that in no case shall a worker be employed for more than five hours without being given the time usually allowed for a meal.

(g) Shifts may be worked as required. The ordinary hours of work shall not exceed 40 per week made up of five shifts of eight hours each inclusive of meal breaks. Workers employed on shifts between the hours of 5 p.m. and 7.30 a.m., including shifts that commence in the afternoon and run into the night or that commence after midnight and finish during the morning, shall be paid 5s.3d. per shift.

Wages

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

	Per Hour	
	s.	d.
Adults		
Moulders	7	0½
Stickers	6	10¾
Setters and drawers	6	8¼
Workers manually using a spray gun for glazing	6	8¼
Quarrymen using explosives	6	9¼
Burners and clay-pitmen	6	6½
Head operators on glazed-pipe machines and wire-cut brick machines	6	5¾
All other workers (including those who intermittently operate mechanical scoops or shovels in or about the works)	6	4

(b) Labourers may be employed to learn moulding at the following rates of wages:

	Per Hour	
	s.	d.
First six months	6	6½
Second six months	6	8¼
Third six months	6	10
Thereafter	7	0½

(c) Labourers may be employed to learn sticking at the following rates of wages:

	Per Hour	
	s.	d.
First six months	6	6¼
Second six months	6	8
Thereafter	6	10¾

(d) Workers whilst employed during any week on the making of plaster-of-paris models or moulds for pipe fittings or chimney pots shall be paid 15s. 6d. in addition to the rate prescribed herein.

(e) The head feeder on stiff plastic brick machines shall be paid 4½d. per hour in addition to the rate prescribed herein.

(f) Finishing burners employed on other than continuous kilns shall be paid 5d. 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.

(g) Workers under and up to the age of 20 years shall be paid not less than the following rates of wages:

	Per Week
	£. s. d.
Under 18 years of age	6 13 4
18 to 19 years of age	7 15 0
19 to 20 years of age	9 1 8

No youth under 16 years of age shall be employed.

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

(i) 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 concerned.

(j) Any leading hand placed in charge of not less than four other workers working as a gang shall be paid the following rates per day in addition to his appropriate rate under subclauses (a), (b), or (c) of this clause:

	Per Day
	s. d.
Four to five other workers	2 4
Six to seven other workers	2 8
Eight to nine other workers	3 0
10 or more workers	3 4

Overtime

4. (a) All time worked outside or 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 hereof, all time worked after noon on Saturday shall be paid for at the rate of double time.

(b) When a worker is required to work on Saturday, Sunday, or any of the holidays named in clause 5 hereof, a minimum payment as for two hours' work at the appropriate rate shall be made.

(c) Overtime shall be calculated daily.

Holidays

5. (a) The following shall be observed as full holidays without deduction from pay: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and two other days to be mutually agreed upon.

(b) The employers 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 shall be paid at double time rates in addition to any holiday payment due. All work performed on a Sunday shall be paid for at double time rates.

(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.

Annual Holidays

6. The provisions of the Annual Holidays Act 1944 shall apply to workers under this award, except that burners usually employed on afternoon and/or night shifts shall be allowed an extra five working days on pay or payment in lieu thereof; other workers who are on part-time burning on afternoon and/or night shifts shall receive a *pro rata* payment.

General Conditions

7. (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. 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; 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 in such department for the time so worked if such is higher than his ordinary rate of pay.

(d) Wages shall be paid weekly during working hours and not later than Thursday in each week. All waiting time shall be paid for at ordinary rates. 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.

(e) No deduction in respect of time lost by any worker shall be made from the wages payable to him except for time lost by reason of his default or illness or of any accident suffered by him.

(f) Where a worker is called upon to work overtime more than one hour after his ordinary time for ceasing work for the day, or after 1 p.m. on Saturday, the employer shall either provide such worker with a meal or pay 5s. meal money unless such worker can reasonably get home for a meal or unless he has been notified of such overtime on the previous day.

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

(h) 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.

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

(j) 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, and workers engaged in such places shall be paid 1s. 2d. per day additional on ordinary rates whilst working in such wet places.

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

(l) A worker required to work in any compartment where the temperature exceeds 110 degrees Fahrenheit shall be paid 5d. per hour extra for the time so employed, with a minimum payment of 1s. 10d.

(m) Workers engaged in cleaning flues of continuous or of intermittent kilns shall be paid 3s. per day extra as dirt money.

(n) When workers are required to work outside 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. Appropriate protective covering for the hands shall be supplied to workers when emptying glazed-pipe kilns.

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

(p) Drivers of diesel-powered mechanical shovels and workers who service mechanical shovels shall be supplied with two overalls each 12 months.

Termination of Employment

8. 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 or one week's wages paid or forfeited, as the case may be, and in the case of hourly workers, two hours' notice of termination shall be given or two hours' wages paid or forfeited, as the case may be, but nothing herein contained shall prevent an employer from summarily dismissing a worker for misconduct.

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.

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. The employer shall also provide sanitary accommodation for the workers.

Right of Access Upon Premises

11. 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

12. (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 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

13. (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

14. 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

15. This award shall operate throughout the Wellington, Marlborough, Nelson, and Westland Industrial Districts.

Term of Award

16. 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 10th day of April 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 24th day of October 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 24th day of April 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 12 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge
