

**OTAGO AND SOUTHLAND BRICK, TILE, POTTERY, CLAY-PIPE AND
CONCRETE GOODS MAKERS—AWARD**

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Otago and Southland Brick, Tile, Pottery and Concrete Goods Makers Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned firms and companies (hereinafter called “the employers”):

Concrete Products (J. Telfer), Stirling.
Farmers Concrete Products Ltd., Great North Road, Winton.
Gore Brick and Tile Co. Ltd., 209 Main Road, Gore.
Hume Industries Ltd., Ravensbourne.
McSkimming Industries Ltd., Jetty Street, Dunedin.
Palmers Concrete Ltd., P.O. Box 68, Dunedin.
Petrous Industries Ltd., Kaikorai Valley Road, Dunedin.
Vibrapac (Otago) Ltd., Brighton Road, Green Island.
Waitaki Farmers Freezing Co. Ltd., Pukeuri Junction.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 September 1966 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 8th day of June 1965.

[L.S.]

A. P. BLAIR, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the manufacture of bricks, tiles, clay pipes, concrete pipes, concrete posts, other concrete goods, ready-mixed concrete, and also all potteryware and porcelain products.

Hours of Work

2. (a) Forty hours shall constitute an ordinary week's work. The ordinary hours of work shall not exceed eight per day and shall be worked between the hours of 7.30 a.m. and 5 p.m. on the five days of the week, Monday to Friday inclusive. The clock hours mentioned herein may be altered in respect of any particular workers by agreement with the union.

(b) Shifts may be worked as required by the employer. Each shift shall consist of eight hours, including crib time, and five shifts shall constitute an ordinary week's work.

Workers employed on shifts outside of the ordinary hours of work shall be paid 6s. per shift in addition to their ordinary rate of pay. This subclause shall apply only where shifts are worked on two or more consecutive days.

Where a worker is rostered for a week for shift work outside the ordinary hours of work he shall be paid the shift allowance for each day in the rostered week even though on one or more days he may actually work within the ordinary hours of work.

Holidays

3. (a) The following shall be the recognised holidays which shall be paid for: Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Anniversary Day or a day to be mutually agreed upon in lieu thereof, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign. In the case of pieceworkers, an ordinary day's pay shall be one-tenth of the amount earned by the pieceworker in his 10 working days prior to the holiday, exclusive of overtime.

(b) Time worked on Sundays or on any of the aforesaid holidays shall be paid for at double time rates.

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

(d) An annual holiday shall be allowed in accordance with the Annual Holidays Act 1944.

(e) Regular shift workers after 12 months' continuous service as such shall be granted three weeks' annual holiday on ordinary pay as defined in the Annual Holidays Act 1944. Any worker who works part time as a shift worker shall, in addition to two weeks' annual holiday under the Annual Holidays Act, be granted an additional period representing the corresponding proportionate part of one week extra which is granted to regular shift workers.

(f) On completion of ten years' continuous service with the same employer, each worker (other than shift workers provided for in subclause (e) of this clause) shall for the tenth and subsequent years be allowed an annual holiday of three weeks instead of the two weeks allowed under the Annual Holidays Act.

(g) The third week's annual holiday provided for in subclauses (e) and (f) of this clause may be allowed either in conjunction with or separately from the first two weeks as the employer may decide.

Overtime

4. All time worked outside or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Each day shall stand by itself for the purpose of computing overtime.

Wages

		Per Hour	
		s.	d.
5. (a) Brick, tile, and clay-pipe makers:			
Moulders	.....	7	8½
Machinists (whilst so employed)	.....	7	8½
Setters	.....	7	4
Sprayers	.....	7	4
Drawers	.....	7	4
Digger-drivers	.....	7	4
Burners	.....	7	5¼
All other workers	.....	6	11½

(b) Pottery workers:			
Moulders	.....	7	8½
Casters	.....	7	4
Setters	.....	7	4
Sprayers	.....	7	4
Drawers	.....	7	4
Burners	.....	7	5¼
All other workers	.....	6	11½

(c) *Definitions*—A “setter” is a worker continuously employed in the kiln and responsible for the setting of articles in the kiln.

A “drawer” is a worker responsible for grading bricks or other articles in the kiln, but does not include workers loading out under instructions from a drawer.

A “moulder” is a worker who presses clay into plaster moulds.

A “machinist” is a worker who operates a machine by which the goods are shaped.

A “sprayer” is a worker who applies the glaze material with a spray-gun and who has six months' experience at such work.

		Per Hour	
		s.	d.
(d) Concrete workers and concrete masonry:			
Head moulder	.....	7	6½
Moulders	.....	7	3¼
Mixers	.....	7	3¼
Reinforcement wire welders and wire workers	.....	7	4¼
Strippers and assemblers	.....	7	2
Moulders and concrete sundries	.....	7	0½
All other concrete workers	.....	6	11½

(e) Concrete roofing tile workers:			
Tilemakers	.....	7	3¼
Mixers	.....	7	3¼
All other workers, including knocking off tiles from pallets, dipping plates, wheeling out and stacking tiles	.....	6	11½

Boys and Youths

6. (a) The following shall be the minimum weekly wages for youths:

	Per Week		
	£	s.	d.
Under 17 years of age	7	0	0
17 to 18 years of age	8	0	0
18 to 19 years of age	9	0	0
19 to 20 years of age	11	0	0

Thereafter at adult rates.

(b) The proportion of youths employed shall not be more than one youth to three adult workers.

(c) Youths under 18 years of age shall not be employed in connection with the concrete mixer.

Employment of Females

7. Females may be employed in pottery works under the conditions laid down for male workers, subject to the following special provisions:

(a) The hours of work shall be 40 per week, to be worked between the hours of 8 a.m. and 5 p.m. on five days of the week, Monday to Friday. A rest period of 10 minutes shall be allowed and paid for every morning and afternoon.

(b) The minimum weekly rates of wages for females shall be:

	Per Week		
	£	s.	d.
Under 17 years of age	5	8	4
17 to 18 years of age	6	10	0
18 to 19 years of age	7	11	8
19 to 20 years of age	8	15	0
20 years of age and over	9	17	6

(c) 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.
- (v) Supply of clean drinking water.
- (vi) Boiling water at mealtimes.

(d) If female workers are regularly employed for less than 40 hours a week such workers shall be paid *pro rata* of the weekly adult female rate for actual hours worked.

Piecework

8. If work is done by piecework, the rates shall be such as will enable a competent worker of average ability to earn at least 10 per cent more than the minimum rate provided by this award for the particular class of work. Any general order of the Court of Arbitration shall be applied to piecework rates in such manner as to give pieceworkers the same weekly monetary increase as full-time hourly workers.

Deductions

9. No deduction shall be made from the weekly wages prescribed herein except for time lost through the worker's sickness or default or through accident not arising out of or in the course of the employment.

Terms of Employment

10. In the case of workers for whom a weekly wage is provided herein, one week's notice of the termination of employment shall be given by the employer or the worker.

General Conditions

11. (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. Should a worker continue to work at a temperature of over 120 degrees he shall be paid at double ordinary rates. The employer shall supply thermometers to test the heat of each kiln.

(b) If any worker is required to work in the same day 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. If, however, such rate is lower than his ordinary rate of pay, he shall be paid his ordinary rate of pay.

(c) Wages shall be paid in cash weekly not later than Thursday and during working hours.

(d) Employers shall allow meal money at the rate of 5s. 6d. per meal when workers are called upon to work overtime after 6 p.m., provided that such workers cannot reasonably get home to their meals. Employers shall also allow meal money at the rate of 5s. 6d. per meal when workers are called upon to work overtime after 1 p.m. on Saturdays.

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

(f) Employers shall provide in their factories a complete first aid outfit which shall be kept in a place accessible to workers.

(g) Each employer shall provide accommodation to enable workers to dry and change their clothes and have their meals and facilities for boiling water at meal-times shall be provided. The employer shall also provide sanitary accommodation for workers.

(h) When necessary, gumboots and rubber gloves shall be provided for moulders, mixers, clay-tile workers, and pit workers.

(i) One pair of suitable gloves shall be supplied to concrete-tile makers for each six hours' work, and facilities for washing and drying such gloves shall be provided.

(j) Gloves shall be supplied to wire welders.

(k) Waterproof coats and leggings shall be supplied to workers who are required to work outside in the rain.

(l) In the event of the services of a worker being dispensed with, all wages due to him shall be made available to him within 24 hours.

(m) Suitable aprons shall be supplied to workers using oil.

(n) Ten minutes' cessation of work shall be allowed morning and afternoon for smoko.

(o) Washing facilities, including hot and cold water, shall be provided by the employer for the use of workers. Hot and cold showers shall be provided in establishments wherein more than five workers are employed under this award.

(p) A suitable solvent for the washing of hands shall be supplied by the employer.

(q) Strippers, assemblers, and pipe makers employed on spun concrete pipes shall be paid a boot and clothing allowance of 2s. 6d. per week. Subclause (m) of this clause shall not apply to these workers. Casters required to work on hot floors shall be paid a boot allowance of 1s. 6d. per week.

Settlement of Disputes

12. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the president or secretary 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 desiring to appeal.

Right of Entry

13. (a) The secretary of the union or other authorised official shall be entitled to enter at all reasonable times upon the premises of any employer bound by this award for the purpose of interviewing the workers, but not so as to interfere unreasonably with the employer's business.

(b) The employer shall, on the request of the union secretary, supply a list of all workers bound by this award, but such list shall not be required at intervals of less than six months.

Unqualified Preference

14. (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

15. (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

16. 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

17. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award

18. 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 15th day of March 1965, 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 September 1966.

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 8th day of June 1965.

[L.S.]

A. P. BLAIR, Judge.

MEMORANDUM

The award incorporates the terms of the memorandum of partial settlement arrived at in Conciliation Council and the subsequent agreement of the representatives of the parties on the only matter referred to the Court for settlement, namely the annual leave entitlement for workers on completion of 10 years' service.

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 14 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. BLAIR, Judge.