

## CANTERBURY TILE-LAYERS—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 New Zealand (Except Otago and Southland) Carpenters, Joiners, Joiners' Machinists, Plasterers and (Except Auckland) Bricklayers and Related Trades Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers"):

Ashby Bergh and Co. Ltd., Cashel Street, Christchurch.  
Briscoes Ltd., Cashel Street, Christchurch.  
Burns, John, and Co. Ltd., Lichfield Street, Christchurch.  
Christchurch Tile Co. Ltd., 7 Clarkson Avenue, Christchurch.  
Hutt Tile Co., care of D. McCaskey, 207A Manchester Street, Christchurch.  
McSkimming Industries Ltd., Tuam Street, Christchurch.  
Redpath, J. A., and Sons Ltd., Cashel Street, Christchurch.  
Reece E. Ltd., Colombo Street, Christchurch.  
Renwick Construction Co. Ltd., 55 Epsom Road, Christchurch.  
Robinson Tile Surround Ltd., 25 Sylvester Street, Christchurch.  
Westminster Cement Products, Fitzgerald Avenue, Christchurch.

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 3rd day of November 1961 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 November 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

*Industry to Which Award Applies*

1. This award shall apply to the making of tile slabs and to tile fixing, and roofing industry as defined herein.

PART I

This Part of the award shall apply to all employees engaged in the making of tile slabs and the fixing of tiles incidental thereto.

*Hours of Work*

2. Forty hours shall constitute an ordinary week's work, eight hours to be worked on five days of each week between the hours of 7.30 a.m. and 5 p.m. One hour shall be allowed for lunch each day, but an employer may agree with his workers to allow not less than half an hour for lunch.

*Wages*

3. (a) The minimum rate of wages for workers covered by this award shall be:

(i) For the first month of employment with any employer, 6s. 9d. per hour.

(ii) After the completion of one months employment with the same employer, £13 10s. per week.

(b) A worker who is in charge of the work and gives instructions to other workers shall be paid 3s. 4d. per day in addition to the abovementioned rates.

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

*Juniors*

4. (a) Juniors may be employed at not less than the following rates of wages:

	Per Week		
	£	s.	d.
First 1000-hour period .....	5	13	5
Second 1000-hour period .....	6	6	11
Third 1000-hour period .....	7	0	5
Fourth 1000-hour period .....	7	13	11
Fifth 1000-hour period .....	8	7	5
Sixth 1000-hour period .....	9	0	11
Seventh 1000-hour period .....	9	14	5
Eighth 1000-hour period .....	10	7	11

Thereafter journeyman's rates as provided by clause 3 of this award.

Provided that a worker of the age of 21 years or upwards shall be paid not less than the rate provided by the Minimum Wage Act 1945 for the time being prevailing.

(b) The proportion of juniors to journeymen shall be one junior to one journeyman.

*General Conditions*

5. (a) Employers shall provide a suction fan for all grinding machines.

(b) All workers required to use their own cars or bicycles during their employer's time and at his request shall be paid the Public Service rate for the time being in force for cars, and 3d. per mile for bicycles. Where a worker is required to use a public means of conveyance his fare shall be paid by the employer.

(c) Where a worker is called upon to assist in the delivery of tile slabs during wet weather the employer shall make an oilskin coat and leggings available.

**PART II**

This Part of the award shall apply to all employees engaged in roofer's work, which shall mean and include the setting-out of roofs, battening same, laying tiles, slates, ridging, pointing same, wiring, fixing all asbestos sheets and slates and any other substitute material, laying fibrous or bituminous roofs, or fixing and laying of floors and steps with liquid cement or other solution.

This definition shall not limit the ordinary meaning of roofing, nor shall it operate to prevent the fixing of iron roofing by workers covered by awards which provide for such work or to prevent a carpenter from fixing corrugated, composition or iron roofing.

*Hours of Work*

6. Forty hours shall constitute an ordinary week's work, eight hours to be worked on five days of each week between the hours of 7.30 a.m. and 5 p.m. One hour shall be allowed for lunch, but an employer may agree with his workers to allow not less than half an hour for lunch.

*Wages*

7. (a) The minimum rate of wages for journeymen covered by this Part of the award shall be 6s. 9d. per hour.

(b) A worker who is in charge of the work and gives instructions to other workers shall be paid 3s. 4d. per day in addition to the abovementioned rates.

*Improvers*

8. (a) Improvers may be employed for a period of four years.

(b) The proportion of improvers to journeymen shall be one to one.

(c) An improver is a worker employed under this clause, and shall be paid not less than the following rates:

	Per Hour	
	s.	d.
During the first year of service .....	5	10½
During the second year of service .....	6	0½
During the third year of service .....	6	1½
During the fourth year of service .....	6	3

(d) The employer shall supply to the improver a certificate stating particulars of his employment under this clause, and the improver shall produce such certificate to any future employer for the purpose of ascertaining his wage rate.

(e) The employer shall notify the union of the engagement and dismissal of any improvers forthwith.

*General Conditions*

9. (a) No worker shall be employed for more than five hours without an interval for a meal.

(b) All workers required to use their own cars or bicycles during their employer's time and at his request shall be paid the Public Service rate for the time being in force for cars, and 3d. per mile for bicycles. Where a worker is required to use a public means of conveyance his fare shall be paid by the employer.

(c) Work, stripping old roofs and working on same, which is agreed upon between the employer and the workers as being dirty work shall be paid for at the rate of 3½d. per hour extra.

(d) Workers required to handle heavy fibrolite sheets shall be provided with the necessary assistance.

(e) Any worker required to work on a bosun-chair and/or on a swinging stage or on a ladder, or employed on work on towers, steeples, or chimney-stacks, shall be paid the following extra rates:

For heights exceeding 35 ft and up to and including 70 ft, 2½d. per hour extra.

For heights exceeding 70 ft and up to and including 105 ft, 4½d. per hour extra.

For heights exceeding 105 ft and up to and including 140 ft, 7d. per hour extra.

For heights exceeding 140 ft and up to and including 170 ft, 10d. per hour extra.

*Suburban Work*

10. (a) "Suburban work" shall mean work (other than country work) performed elsewhere than at the shop of the employer and irrespective of where the engagement takes place.

Workers employed on suburban work distant more than 1½ miles from the central points hereinafter specified shall either proceed to and from such work or they shall be conveyed to and from such work at the expense of the employer, as the employer shall determine.

Time reasonably occupied by the workers in travelling or time occupied in conveying the workers to and from such work beyond the central point or from the worker's home, whichever is the less, shall be allowed and paid for by the employer. No worker residing less than 1½ miles from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause. For the purpose of this clause all distances shall be measured by the usual and most convenient mode of access for foot-passengers:

The central point hereinbefore referred to is:

(i) Where the shop of the employer is situated in the city of Christchurch or the borough of Riccarton, Cathedral Square.

(ii) Where the shop of the employer is situated in any other city, borough or town district, the chief or principal post office in such other city, borough or town district.

(b) For the purposes of this clause the words "shop of the employer" shall not be deemed to include any shop, office, or store established at, on, or in connection with any separate contract carried on by him.

*Country Work*

11. (a) "Country work" means work done by a worker in such a locality as to necessitate his sleeping elsewhere than at his genuine place of residence in New Zealand.

(b) The provisions herein contained relative to country work shall apply whether or not the worker, prior to his accepting such country work, is already in the service of the employer, and whether the worker is engaged at the place where the work is to be done or elsewhere, and irrespective of the situation of the employer's usual place of business.

(c) The employer shall convey the worker free of charge or pay his fare to and from country work, but once only during the continuance of the work. If, however, the worker is withdrawn from such work by the employer, or if he returns therefrom requiring medical attention in consequence of accident or sickness arising out of and in the course of the employment, and is, in either case, again required on the work, the employer shall convey him or pay his fare to and from such work.

(d) Except where sleeping accommodation is provided while travelling, time occupied in travelling shall be paid for at the ordinary rates; but no journeyman shall be paid more than an ordinary day's wage for any day occupied in travelling although the hours occupied may exceed eight, unless he is on the same day occupied in working for his employer: Provided that any journeyman who is called upon to travel more than four hours on Saturday or Sunday in journeying to a job shall be paid for eight hours, and in returning from a job on Saturday or Sunday shall be paid for the time actually travelling with a maximum of eight hours.

(e) The employer shall refund to the worker reasonable expenses for meals incurred while travelling to and from country work.

(f) The employer shall either provide the worker while on country work with suitable board and lodging, or, in lieu thereof, pay him for each day of the week the sum of 15s. 6d.: Provided that where, through circumstances within the control of the employer, a worker is employed upon country work for less than six consecutive days, the employer shall provide such board and lodging and may not elect to make such payment in lieu thereof. Suitable board and lodging shall include the providing of mattresses and stretchers. The details as to what shall constitute suitable board and lodging on each job shall be mutually arranged between the employer and the local branch of the union, and in the event of a dispute or difference the question shall be referred to a disputes committee under clause 23 of the award.

(g) Where suitable board and lodging is not provided by the employer on, or reasonably near to the site where "country work" is to be performed, workers shall either proceed to and from such work or shall be conveyed to and from such work at the expense of the employer, as the employer shall determine. Time reasonably occupied by the workers in travelling or time occupied in conveying the workers to and from such work shall be allowed and paid for by the employer.

(h) When the work is situated less than 50 miles from the worker's genuine place of residence, the worker shall be paid his return fare to and from his genuine place of residence once every two weeks during the continuance of the work.

When the work is situated over 50 miles from the worker's genuine place of residence, the payment shall be made once in each two months.

(i) Notwithstanding anything contained herein, and subject to the provisions of subclause (d) of clause 15 hereof, the hours of work in respect of any specified country work may be other than those hereinbefore prescribed: Provided that all time worked outside or in excess of such prescribed hours shall be considered overtime and shall be paid for at the minimum rate of time and a third.

*Stoppage of Work*

12. (a) Any workers attending at the place of work and being stood down by reason of there being no work (other than on account of bad weather conditions) shall receive two hours' pay at ordinary rates.

(b) Where, owing to bad weather conditions, work does not proceed at the commencement of the day, workers attending for the purpose of working shall be paid for two hours. If work proceeds at the commencement of the day and is interrupted by bad weather conditions, workers shall be paid to noon, but they may be transferred to a dry job or may be required to stand by until noon. If work proceeds after the lunch period and is interrupted by bad weather conditions, workers shall be paid for the rest of the afternoon, but they may be transferred to a dry job or may be required to stand by. No worker is eligible for the above payment if he fails to transfer or stand by when so required.

(c) Any allowance by way of travelling time made to workers employed on suburban work shall not be regarded as a set-off against minimum payment due to workers under the foregoing subclause.

## PART III

This Part of the award shall apply to all workers covered by Parts I and II.

*Overtime*

13. (a) (i) All work done outside or in excess of the daily hours fixed in clauses 2 and 6 of this award shall count as overtime and shall, except as otherwise herein provided, 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 Saturdays at time and a half rates. Work after noon on Saturdays shall be paid for at double time rates.

(ii) Any time worked between the hours of 10 p.m. and 6 a.m. shall be paid for at double time rates.

(b) Any worker having to work all day and having to continue to work until midnight shall be given eight hours off or be paid double time rates for all time worked on the second day or until an eight hour break occurs.

(c) Any worker required to work on any Saturday, Sunday, or on any holiday shall receive not less than four hours' pay at overtime rates.

(d) A worker required to work after public transport ordinarily used by him in travelling to and from work has ceased to operate, shall be conveyed to his home at his employers' expense.

*Requirements of Economic Stabilisation Regulations*

14. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

*Holidays*

15. (a) The following shall be the recognised holidays which shall be paid for at ordinary rates: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary 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 holidays 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) In the event of a holiday or holidays falling on a Saturday or Sunday (except Anzac Day) such holiday or holidays shall be observed on the succeeding day or days.

(d) Except as is otherwise provided, any work done on any of the above holidays, or on Sundays, shall be paid for at double time rates.

#### *Annual Holiday*

16. The provisions of the Annual Holidays Act 1944, shall apply to all workers covered by this award.

#### *Payment of Wages*

17. (a) Except on country work, all wages shall be paid weekly not later than Thursday within ordinary working hours, either on the works or at the employer's workshop.

(b) On all work coming within the scope of clause 11 (Country Work) of this award, the wages shall be paid at intervals not later than fortnightly, as agreed upon between the employer and the worker concerned.

(c) In the event of pay-day being a holiday, wages shall be paid under the same conditions as set out in subclause (a) of this clause on the day preceding the holiday: Provided, however, that if a holiday falls on a Friday, wages shall be paid not later than the preceding Wednesday.

(d) When a worker is discharged summarily or otherwise, or leaves after giving the full notice required under clause 18 hereof, he shall be paid all moneys due to him immediately upon ceasing his employment, but in other cases he shall, on application in person or by some other person authorised in writing, but not earlier than 3 p.m. on the following pay-day, be paid all moneys due to him.

#### *Termination of Employment*

18. (a) In the case of weekly workers, one week's notice of the termination of employment shall be given by either party, and in the case of hourly workers two hours' notice of termination of employment shall be given by either party; but nothing herein contained shall prevent an employer from summarily dismissing a worker for misconduct or other good cause.

(b) Following notice of termination of employment being given by either party, the worker shall be entitled to spend one hour in cleaning up and putting his gear in order.

#### *Refreshments*

19. A break of 10 minutes shall be allowed for refreshments each morning and afternoon.

#### *Clothing, Shoes, and Tool Allowance*

20. One and a half pence per hour extra shall be paid to each worker covered by this award as a clothing, shoe, and tool allowance, or in lieu thereof in the case of workers on slab-tiling, up to three sets of overalls shall be supplied annually.

*Piecework*

21. (a) Piecework shall be prohibited.

(b) It shall be a breach of this award for any employer to enter into any contract with or sub-let any work to any worker coming within the scope of this award on a "labour only" basis, and any worker contracting or taking work on a "labour only" basis shall be guilty of a breach of this award.

(c) For the purpose of this clause work shall be deemed to be on a "labour only" basis notwithstanding that a sale of materials takes place between the parties.

*General Conditions*

22. (a) Five minutes at lunch time and 10 minutes at knock off time shall be allowed to tar and bitumen workers to wash and change.

(b) Workers engaged in using tar, bitumen, or crude oil shall be supplied where necessary with gloves, overalls, gumboots or other protective materials, cotton waste, and coconut oil.

(c) When a worker is called upon to go on to a roof in wet weather an oilskin coat will be made available.

*Disputes Committee*

23. 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, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court of Arbitration within 14 days after such decision has been made known to the party desirous of appealing.

*Right of Entry Upon Premises*

24. 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.

*Workers to be Members of Union*

25. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

*Under-rate Workers*

26. (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*

27. 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*

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

*Term of Award*

29. 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 22nd day of September 1960, 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 3rd day of November 1961.

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 November 1960.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.