

**(11288.) WELLINGTON INDUSTRIAL DISTRICT PAINT AND VARNISH WORKERS.—AWARD.**

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; and in the matter of an industrial dispute between the Wellington Paint and Varnish Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Bennett and Watson, Ltd., Wellington.  
 Brolite (N.Z.) Ltd., Wellington.  
 Duro-Film Products (N.Z.), Ltd., Wellington.  
 Fishoilene Co. of A/sia, Wellington.  
 Jackson, G. H., and Co., Ltd., Wellington.  
 Lewis Berger and Sons (N.Z.), Ltd., Wellington.  
 Pinchin, Johnson, and Co. (N.Z.), Ltd., Wellington.  
 Tingey, R. and E., and Co., Ltd., Wellington.

Clark, Alexander, Ltd., Palmerston North.

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 from the 9th day of November,

1936, and shall continue in force until the 9th day of November, 1937, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 5th day of November, 1936.

[L.S.]

E. PAGE, Judge.

## SCHEDULE.

*Hours of Work.*

1. (a) Forty hours shall constitute an ordinary week's work. The ordinary hours of work shall be eight each day on five days of the week to be worked continuously between the hours of 7.30 a.m. and 5 p.m., except for at least three-quarters of an hour for a meal.

(b) When shifts are worked outside the hours prescribed in sub-clause (a) hereof, eight hours shall constitute the shift, and forty hours the week's work.

*Wages.*

2. The following shall be the minimum rates of wages:—

	Per Week.		
	£	s.	d.
(a) Leading hands .. .. .	5	0	0
Shaders .. .. .	4	15	0
Other adult males .. .. .	4	5	0
(b) Junior males between the ages of fifteen and eighteen years—			
First six months .. .. .	0	15	0
Second six months .. .. .	0	19	0
Third six months .. .. .	1	3	0
Fourth six months .. .. .	1	7	0
Fifth six months .. .. .	1	11	0
Sixth six months .. .. .	1	15	0
Seventh six months .. .. .	2	0	0
Thereafter half-yearly increments of 5s. per week until the age of twenty-one is reached.			

(c) Adult males working on shift between 5 p.m. and 7 a.m., when a full week's shift is worked: 2s. per shift extra.

*Overtime.*

3. Overtime shall be worked as required by the employers. All time worked in excess of the hours prescribed in clause 1 (a) or (b) hereof shall count as overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter: Provided that all work done up to and including half an hour shall be

deemed half an hour for the purpose of computing overtime payable, and all work done for any period exceeding half an hour and up to one hour shall count as one hour in the computation of overtime.

*Casual Workers.*

4. Workers employed for less than one week shall be deemed to be casuals, and shall be paid not less than 2s. 6d. per hour. When casual labour is employed a minimum of two hours shall be paid for.

*Weekly Employment.*

5. (a) The employment shall be deemed to be weekly employment, and no deduction shall be made from the weekly wage except for time lost through the worker's sickness or default or his absence from work through no fault of the employer.

(b) Not less than seven days' notice shall be given by either party of the termination of employment except in the case of casual hands: Provided that nothing in this clause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

*Payment of Wages.*

6. Wages shall be paid weekly and in cash on any day other than Saturday, and in the employer's time, except in the case of casual hands, who shall be paid immediately on discharge.

*Holidays.*

7. (a) The following holidays shall be allowed without deduction of pay:—

A whole holiday on Good Friday, Easter Monday, Labour Day, Anzac Day, and the Birthday of the Reigning Sovereign, and the whole of the days from the evening of 23rd December to the morning of 3rd January.

(b) Time worked on any of the public holidays shall be paid for at twice the ordinary rate.

(c) Time worked on any of the other holidays provided for in the above clause shall be paid for at not less than one-half as much again as the ordinary rate.

(d) In no case shall the overtime rate be less than 1s. 6d. an hour.

(e) Payment of wages for the said holidays shall be made to all persons who have been employed in the factory—

(i) In the case of Christmas Day, Boxing Day, New Year's Day, Good Friday, or Easter Monday, at any time during the fortnight ending on the day on which the holiday occurs:

(ii) In the case of any other whole holiday, for at least four days during the week ending on the day on which the holiday occurs.

*Notice of Overtime.*

8. When workers are ordered back to work overtime on any day, the employer shall provide a meal, or pay such worker 1s. 6d. to enable

him to obtain a meal, unless such worker has been notified on the previous day that he will be required to work overtime: Provided that when such notice has been given and the employee's services are not required he shall still be paid the meal allowance.

*Meal-hours.*

9. (a) When any worker is required to curtail his meal-hour he shall be paid time and a half rates (in addition to his weekly wage) in respect of the time by which such period is curtailed.

(b) Any worker handling white lead in dry form shall be provided with an antidote consisting of 1 per cent. solution of sulphuric acid fortnightly, and a solution of Epsom salts with lemon-juice each week, or more frequently, while so employed.

*Accommodation.*

10. The employer shall provide suitable dining and lavatory accommodation, together with facilities for changing clothes, also hot water for washing hands.

*Certificate of Service.*

11. Each employee on leaving or being discharged from his employment shall be given, on request, within twenty-four hours thereafter, a certificate of service, in writing, stating the position held and length of service. Original references shall be the property of the employee, and shall be returned within forty-eight hours after engagement.

*First-aid Kits.*

12. First-aid outfits shall be provided in all factories. The employer shall be responsible for keeping supplies of clean medical outfits, and in charge of a responsible person.

*Disputes.*

13. 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 fourteen days after such decision has been made known to the party desirous of appealing.

*Overalls and Respirators.*

14. (a) The employer shall provide each worker with overalls whilst employed in the paint and varnish departments, and any other covering necessary when engaged in dirty work. Employees shall be responsible for the cleaning, maintenance, and reasonable repair of the overalls.

(b) The employer shall provide each worker with two suits of overalls during each year.

(c) A worker employed mixing white lead dry or aluminium powder, shall be provided with a respirator of an approved type. Failure to use such respirator when working with such materials shall render a worker liable to summary dismissal.

*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 fourteen 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.

*Workers to be Members of Union.*

16. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in the industry to which

this award relates any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award :

Provided, however, that any non-unionist may be continued in employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen 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 twenty-one years and upwards shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Right of Entry to Premises.*

17. The Secretary or other authorized officer 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.

*Scope of Award.*

18. This award shall operate throughout the Wellington Industrial District.

*Term of Award.*

19. This award shall come into force on the 9th day of November, 1936, and shall continue in force until the 9th day of November, 1937.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 5th day of November, 1936.

[I.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matters referred to the Court related to membership of the union, right of entry on premises, and under-rate workers. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

E. PAGE, Judge.