

**NEW ZEALAND WALLBOARDS, LTD., AUCKLAND,
EMPLOYEES.—AWARD**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Auckland Plasterers and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employers") :—

New Zealand Wallboards, Ltd., Auckland.

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 31st day of October, 1945, 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 31st day of October, 1944.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Hours of Work

1. (a) The ordinary hours of work shall not exceed forty hours per week, Monday to Friday inclusive, between the hours of 7.30 a.m. and 5 p.m.

(b) The lunch-hour may be arranged between the employer and the workers, but in no case shall it be of less duration than half an hour.

Shift-work

2. (a) Shifts may be worked outside the hours before mentioned, and in such case the ordinary hours of work shall consist of not more than five shifts of eight hours, including crib-time of twenty minutes, which shall be paid for.

(b) For the purposes of this clause "shift work" shall mean work which is carried out by two or more successive relays or spells of workers, each relay performing substantially the same duties as the outgoing shift.

(c) Work done on Saturday mornings shall not count as a shift.

(d) Where practicable, shifts shall rotate weekly.

(e) Workers employed on shift work shall receive 2s. per shift in addition to their ordinary rate of pay.

Overtime

3. (a) All time worked beyond the hours hereinbefore specified shall be considered overtime, and shall be paid for at the rate of time and a half for the first four hours and thereafter double time. Each day shall stand by itself, and payment shall be made accordingly.

(b) Every worker required to work overtime after 6.30 p.m. or after 1 p.m. on Saturday shall be paid 2s. meal-money, unless such worker can reasonably get home for a meal or was notified on the previous day of the intention to work overtime. The allowance for meals provided for in this sub-clause shall not be subject to general orders of the Court made under the Rates of Wages Emergency Regulations or the Economic Stabilization Emergency Regulations.

(c) No worker shall be required to work for more than four hours and a quarter continuously without an interval for a meal: Provided that if overtime is worked, six hours' continuous work may be performed without a meal interval, but in each such case the worker shall be allowed a break of ten minutes morning, afternoon, or evening, as the case may be, when the employer shall provide a cup of tea, but there shall be no cessation of work.

Wages

4. (a) The minimum rate for all adult workers shall be 2s. 6½d. per hour, except—

- (i) Where a worker is employed in charge of a palette section he shall receive 3½d. per hour extra while so engaged.
- (ii) Where men are engaged "going through" dryers they shall be paid 5d. per hour extra while so engaged. Dryer rates shall not apply to workers who do not move trucks and baffles in dryer tunnels.
- (iii) Workers employed unloading bags of plaster and emptying bags of plaster in feed-box shall receive 2d. per hour extra while so engaged.
- (iv) Workers employed at tipping and handling sheets of wallboard shall receive 1d. per hour extra while so engaged.
- (v) Workers coating sheets of wallboard with bitumastic material shall be paid 3d. per hour extra while so engaged. Gloves shall be provided for this work.
- (vi) Men in charge of feeding, tipping, dryer, and despatch sections shall receive 2d. per hour extra while so engaged.

(b) When men are called upon to fix wallboard, they shall be paid carpenters' rates.

(c) The following shall be the minimum weekly rates of wages payable to youths:—

Age commencing at Trade.	First Year.		Second Year.		Third Year.		Fourth Year.		Fifth Year.	
	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.
Under 16	17/6	22/6	27/6	32/6	37/6	42/6	47/6	55/-	65/-	75/-
16 to 17	22/6	27/6	32/6	37/6	42/6	47/6	55/-	65/-	75/-	..
17 to 18	27/6	32/6	37/6	42/6	47/6	55/-	65/-	75/-	..	..
18 to 19	35/-	40/-	45/-	52/6	52/6	75/-	..	..	..	..
19 to 20	42/6	50/-	60/-	70/-	..	..	..	..	..	..
20 to 21	57/6	67/6	..	..	..	..	..	..	..	..

And thereafter adult rates.

Proportion

5. The proportion of youths to adults shall not exceed one youth to every four or fraction of four adult workers employed.

Deduction from Wages

6. No deductions shall be made from the weekly wages herein prescribed except for time lost through the worker's sickness, accident, or default, or on account of the temporary closing of the factory for the Christmas and New Year holidays, or on account of slackness of the trade.

Increase in Rates of Remuneration

7. All rates of remuneration (which term includes time and piecework rates, overtime, and other special payments) provided for in this award shall be subject to the provisions of the general orders dated the 9th August, 1940, and the 31st March, 1942, under the Rates of Wages Emergency Regulations 1940 increasing rates of remuneration as follows:—

(a) The order dated the 9th August, 1940, increases all rates of remuneration by an amount equal to 5 per cent. thereof:

(b) The order dated the 31st March, 1942, increases all rates of remuneration (inclusive of the August, 1940, bonus) by an amount equal to 5 per cent., but this increase is payable—

(i) In the case of males twenty-one years of age and over, on earnings up to £5 per week only;

(ii) In the case of females twenty-one years of age and over, on earnings up to £2 10s. per week only; and

(iii) In the case of males and females under twenty-one years of age, and apprentices, on earnings up to £1 10s. per week only.

Payment of Wages

8. (a) Wages shall be paid weekly, not later than Thursday, during working-hours.

(b) In the event of pay-day being a holiday, wages shall be paid on the day preceding the holiday.

(c) All wages shall be paid immediately on dismissal of the worker. When a worker leaves an employer of his own accord all wages due to him shall be paid by the employer within four hours.

(d) The employer shall pay wages per medium of a pay envelope. The face of the envelope shall contain the following particulars: ordinary time; overtime; gross amount; net amount.

Holidays

9. (a) The following shall be the recognized holidays, which shall be paid for at ordinary rates, except when the holiday falls on a day other than an ordinary working-day: 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 to be observed in lieu thereof.

(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.

(c) Where any worker 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 the above holidays occur, he shall be entitled to receive payment for the holiday from such one or more of those employers, and, if more than one, in such proportions as the Inspector of Awards determines.

(d) In the event of a holiday, other than Anzac Day, falling on 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.

(e) The provisions of the Factories Act, 1921-22, and its amendments relating to holidays, statutory half-holidays, and Sundays, and to payment for work done on such days, shall be applied hereto.

Annual Holidays Act, 1944

10. The provisions of the Annual Holidays Act, 1944, shall be deemed to be incorporated in this award and shall have effect according to their tenor.

Termination of Employment

11. In the event of the termination of employment of any worker coming within the scope of this award, one hour's notice shall be given to or by workers in receipt of hourly wages, and seven days' notice shall be given to or by workers in receipt of weekly wages; but this shall not prevent an employer from summarily dismissing an employee for misconduct or similar due cause.

General Conditions

12. (a) Workers employed in dryers shall be allowed fifteen minutes' spell every two hours or portion thereof while so employed, with the provision that workers shall cease work fifteen minutes before the conclusion of the day's work for the purpose of cooling off, without deduction from wages.

(b) A suitable drink, such as barley-water, to be mutually agreed upon between the workers and employers, shall be provided for workers in the dryers and for men handling bags of plaster.

(c) No worker shall be compelled to work in any place where the temperature has been raised above 150 degrees. Work done in the dryers where the temperature is over 150 degrees shall be paid for at the rate of time and a half.

(d) Piecework and contract-work shall be prohibited.

Sanitary Accommodation

13. (a) The employer shall provide adequate dressing-rooms, meal-room, lockers, and lavatory accommodation.

(b) At least two warm showers shall be provided.

(c) The union delegate shall be responsible to see that accommodation and conveniences are kept clean and tidy.

Accidents

14. A modern first-aid emergency case, fully equipped, shall be kept in a convenient and accessible position.

Access to Works

15. (a) Every employer bound by this award shall permit the secretary or any other authorized officer of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

(b) Employers shall, on request, which request shall not be made oftener than once in each three months, supply to the secretary of the union the names of all workers covered by this award in their employ.

Disputes

16. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, 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 seven days after such decision shall have been communicated to the party desiring to appeal.

Under-rate Workers

17. (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

18. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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 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.)

Scope of Award

19. This award shall apply only to the parties named herein.

Term of Award

20. This award shall come into force on the day of the date hereof, and shall continue in force until the 31st day of October, 1945.

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 31st day of October, 1944.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council, and in making the award the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

We are informed that the factory is behind with its orders for the building industry to the extent of 4,750,000 ft. To enable the factory to operate efficiently and meet the demand for the company's product, which is very necessary at present for the Dominion's building programme, it is desired to introduce shift work. The parties have agreed on the conditions under which shifts may be operated. To enable the shifts to be worked on the terms desired by the workers, Mr. Anderson made application to the Court on behalf of the occupier of the factory for an extension of the limits of hours imposed by section 3 (1) (c) of the Factories Amendment Act, 1936. The necessary order is being made.

Mr. Monteith is not in agreement, and his dissenting opinion follows.

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. MONTEITH

I am not in agreement with extending the period of four and a quarter hours in the Factories Act to six hours without a meal for the purpose of working overtime; also, the clause regarding tea-money conflicts with the provisions of the Factories Act in respect of some employees.