

**AUCKLAND PLASTER-MANUFACTURERS' EMPLOYEES.—
INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 24th day of May, 1944, between the Auckland District Labourers and Related Trades' Industrial Union of Workers and Victor Plasters, Ltd.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration

Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations. And whereas application has been made for approval of the industrial agreement made on the 24th of May, 1944, between the Auckland District Labourers and Related Trades' Industrial Union of Workers, of the one part, and Victor Plasters, Ltd., of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 22nd day of November, 1944.

[L.S.]

A. TYNDALL, Judge.

AUCKLAND PLASTER-MANUFACTURERS' EMPLOYEES.—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 24th day of May, 1944, between the Auckland District Labourers and Related Trades' Industrial Union of Workers (hereinafter called "the union"), of the one part, and Victor Plasters, Ltd., Brigham Street, Auckland W.1 (hereinafter called "the employer"), of the other part, witnesseth that it is hereby mutually agreed between the employer and the union as follows:—

SCHEDULE

Hours of Work

1. (a) The ordinary hours of work shall not exceed forty per week, nor more than eight hours per day on five days of the week, Monday to Friday, both days inclusive.

(b) The hours of day-workers (other than shift-workers) shall be between 7.30 a.m. and 5 p.m.

Overtime

2. (a) Time worked on any one day in excess of the hours mentioned in the preceding clause shall be deemed to be overtime and shall be paid for at rate of time and a half for the first four hours and at double time rates thereafter.

(b) Time worked after 12 noon on Saturdays shall be paid for at double time rates.

(c) For work done on Sundays, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, King's Birthday, Boxing Day, double rates shall be paid in addition to the holiday pay.

(d) For the purposes of this clause each day shall stand by itself.

(e) When it is necessary that overtime shall be worked, preference shall be given to the company's regular employees.

Wages

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

		Per Hour.	
		s.	d.
Burners	3	0
Labourers	2	9

Plus increases provided for in general orders dated 9th August, 1940, and 31st March, 1942.

Shift-work

4. (a) Shifts may be worked where necessary, and in such cases shifts shall consist of not more than eight hours, including crib-time, 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 workmen, each relay performing substantially the same duties as the outgoing shifts. Work shall not be deemed to be shift-work unless shifts are worked on four or more consecutive working-days.

Holidays

5. (a) The following shall be observed as holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, and the King's Birthday.

(b) When any of the holidays mentioned in subclause (a) hereof fall on a working-day, payment shall be made for same as if worked at ordinary rates of wages.

(c) Employees shall be entitled to and shall receive five (5) clear working-days on full pay on completion of each year of service, and any worker leaving the employment of the firm or being discharged at any time shall be entitled to a holiday or the equivalent payment proportionate to the time of service. Time for proportionate holidays to start on completion of twelve months' service.

(d) The computation of the period of service qualifying permanent employees for the holiday provisions of this clause shall date from the 24th December, 1937, or such later date as an employee may have been engaged.

(e) Where practicable, such holidays shall be given in proximity to the Christmas and Easter holidays or at such time as is mutually agreed on.

Accommodation

6. The employer shall provide suitable accommodation to enable the workers to change and dry their clothing and have their meals. No tools or materials shall be stored in the change-room. Employers shall also provide proper sanitary accommodation, and make provision for boiling water for meals. A shower and suitable washing conveniences shall be provided. The delegate to be responsible for accommodation and conveniences being kept strictly clean and tidy.

Meal-money

7. Employers shall allow meal-money at the rate of 1s. 9d. per meal when workers are called upon to work overtime on any day, provided that such workers cannot reasonably get home to their meals, provided, further, they have not been notified of such overtime on the day preceding the working of such overtime.

Transport Allowance

8. Workers called upon to work overtime and starting and finishing work at a time when the ordinary means of transport have ceased running shall be conveyed from and to their homes at the expense of the employer.

Accidents

9. A modern first-aid emergency case, fully equipped, shall be kept by the employer in a convenient and accessible place at the factory. Accidents to be reported on kettle sheet.

General Provisions

10. Permanent yardmen shall be paid 1s. per week extra.

Job Delegate

11. A job delegate shall be appointed from time to time and shall be recognized as such by the management.

Termination of Employment

12. Four hours' notice of termination of employment shall be given on either side, and all wages due shall be paid immediately on termination in the employer's time, unless through misconduct.

Disputes

13. The essence of this industrial agreement 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 industrial agreement, 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 National Disputes 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 a Conciliation Commissioner. Should either party fail to appoint representatives to the National Disputes Committee, either party may refer the matter in dispute to a Conciliation Commissioner, who may either decide the matter or refer the matter to the Court. In the event of the National Disputes Committee failing to agree, the matter shall be referred to the Court. In the event of the National Disputes Committee coming to a decision, either side shall have the right of appeal to the Court against the decision of the Committee or the decision of the Commissioner, and written notice of such appeal shall be given to the other side within fourteen days after such decision has been made known to the party desirous of appealing.

Payment of Wages

14. Wages shall be paid weekly in working-hours and not later than Thursday in each week.

Term of Agreement

15. This agreement shall come into force on the 21st November, 1944, and shall continue in force until the 20th November, 1946.

In witness whereof the parties hereto have set their hands the day and year first before written.

Signed on behalf of the Auckland District Labourers and Related Trades' Industrial Union of Workers—

[L.S.]

T. POTTER.

Signed on behalf of the Victor Plasters, Ltd.—

T. SPEED.

Witness—L. Hunter.