

**BUTTONS (N.Z.), LTD., AUCKLAND, FACTORY 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 an industrial agreement made on the 12th day of June, 1944, between the Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades' Industrial Union of Workers, and Buttons (N.Z.), Ltd.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that while the said regulations continue in force no industrial agreement shall come into force until it is filed under section 28 of the Industrial Conciliation and Arbitration Act, 1925: And whereas it is further provided that no 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 12th day of June, 1944, between the Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades Industrial Union of Workers, of the one part, and Buttons (N.Z.), 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 23rd day of June, 1944.

[L.S.]

A. TYNDALL, Judge.

**BUTTONS (N.Z.), LTD., AUCKLAND, FACTORY EMPLOYEES.—
INDUSTRIAL AGREEMENT**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 12th day of June, 1944, between the Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and Buttons (N.Z.), Ltd., Nuffield Street, Newmarket, Auckland S.E. 1

(hereinafter referred to as "the employer"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

Application of Agreement

1. This agreement shall apply to workers employed in the production of plastic products and the production of buttons and buckles of any material whatsoever.

Hours of Work

2. (a) Forty hours shall constitute an ordinary week's work, of which not more than eight hours may be worked on each day from Monday to Friday inclusive, and between the hours of 7.30 a.m. and 5 p.m. The time of starting and ceasing work between these hours shall be mutually arranged, with a break of not more than one hour for lunch.

(b) No worker shall be required to work more than four and a quarter hours continuously without an interval of at least three-quarters of an hour for a meal.

Shifts

3. (a) This clause shall have no application to a worker required to work shifts outside of the hours prescribed in clause 2 (a) on less than four consecutive working days.

(b) Shifts may be worked as required by the employer. The ordinary hours of work of a shift-worker shall not exceed five eight-hour shifts in any week, to be worked between the hours of midnight Sunday-Monday and 7 a.m. Saturday.

(c) The commencing hour for day shifts shall be not earlier than 7 a.m. instead of the commencing hour of 7.30 a.m. mentioned in clause 2 (a), or such other hour as may be agreed upon by the employer and the union secretary.

An afternoon shift means any shift commencing after 12 noon and finishing at or before midnight, and a night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

(d) A worker employed on an afternoon or night shift shall while so employed be paid 10 per cent. in addition to ordinary rates.

(e) In the case of shift-workers, overtime shall only be payable after eight hours' work and shall then be paid for at rate of time and a half for the first four hours and double time thereafter: Provided that overtime rates shall not be payable where the overtime arises from arrangements made between employees themselves.

(f) Where it is practicable, shifts shall be worked on a regular rotation.

(g) When the night shift starts or finishes work after the cessation of ordinary wheeled traffic the employer shall provide means of conveyance to or from some convenient central point or points as the case may be.

(h) Female workers shall not be employed on night shifts.

Overtime

4. (a) All work done on any day in excess of the hours prescribed in clause 2 hereof shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) No junior shall be called upon to work overtime on more than three nights per week, unless by agreement with the union.

Meal-money

5. The employer shall supply a suitable meal or allow meal-money at the rate of 2s. per meal when workers are called upon to work overtime after 6 p.m. on Monday, Tuesday, Wednesday, Thursday, or Friday, or after 1 p.m. on Saturdays, unless such workers can reasonably get home for a meal and return to their work in one hour, in which case the meal allowance need not be paid.

The allowance for meals provided for in this subclause shall not be subject to general orders of the Court made under the Rates of Wages Emergency Regulations or the Economic Stabilization Emergency Regulations.

Holidays

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

(b) All workers who have been employed in the factory at any time during the fortnight ending on the day on which any of the above-mentioned holidays occurs shall be paid therefor.

(c) No payment over and above the ordinary week's wages shall be made to any worker for a holiday which falls on what is not ordinarily a working-day, except for work actually performed on such day.

(d) Any worker employed on any of the aforesaid holidays or on Sunday shall be paid double time rates therefor, such wage to be in addition to the ordinary weekly wage.

(e) Notice of closing down for Christmas holidays shall be posted in a conspicuous place for at least three days before the holidays.

Annual Holiday

7. Attention is drawn to the provisions of the Annual Holidays Act, 1944, which will apply to workers covered by this award as from the 1st August, 1944.

Wages

8. (a) The minimum rates of pay for adult workers shall be as follows:—

	Per Hour.		
	£	s.	d.
Toolmakers	0	2	11
Tradesmen	0	2	9
All other adult male workers ..	0	2	6
	Per Week.		
	£	s.	d.
Adult female workers	2	15	0

Charge hands in charge of three or more other workers shall be paid 7s. 6d. per week extra while so in charge.

"Toolmaker" means a tradesman engaged making and/or repairing any precision tool, precision gauge, precision die, precision jig, or precision mould, and who is responsible for its proper completion.

"Tradesman" means an adult employee who in the course of his employment works from drawings or prints, or makes precision measurements, or applies general trade experience, and includes first-class machinist.

(b) The minimum weekly rates of wages payable to junior male workers shall be in accordance with the following scale:—

Age commencing.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Eighth Six Months.	Ninth Six Months.	Tenth Six Months.
Under 16 ..	20/-	25/-	30/-	35/-	40/-	45/-	50/-	55/-	60/-	70/-
16 to 17 ..	22/6	27/6	32/6	37/6	42/6	47/6	55/-	60/-	65/-	70/-
17 to 18 ..	27/6	32/6	37/6	42/6	50/-	57/6	65/-	70/-	..	..
18 to 19 ..	37/6	42/6	47/6	55/-	62/6	70/-	..	..	..	..
19 to 20 ..	50/-	55/-	65/-	70/-	..	..	..	..	..	..
20 to 21 ..	60/-	70/-	..	..	..	..	..	..	..	..

And thereafter, or on attaining the age of twenty-one years, not less than the appropriate adult rate according to the class of work he is called upon to perform.

(c) The minimum weekly rates of wages payable to junior female workers shall be in accordance with the following scale:—

Age commencing	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.
Under 16 ..	19/-	23/-	27/-	31/-	35/-	40/-	47/6
16 to 17 ..	22/-	26/-	30/-	34/-	39/-	46/-	..
17 to 18 ..	25/-	29/-	33/-	38/-	45/-	..	..
18 to 19 ..	28/-	33/-	38/-	44/-	..	..	..
19 to 20 ..	31/-	37/-	43/-	..	..	..	..
20 to 21 ..	34/-	42/-	..	..	..	..	..

And thereafter, or on attaining the age of twenty-one years, not less than £2 15s. per week, in accordance with subclause (a) of this clause.

Increase in Rates of Remuneration

9. All rates of remuneration, which term includes time and piece work rates, overtime, and other special payments provided for in this agreement, 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 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 or females under twenty-one years of age, and apprentices, on earnings up to £1 10s. per week only.

Payment of Wages

10. Wages shall be paid weekly, not later than Thursday, and before knocking off time.

Deductions from Wages

11. No deductions shall be made from the weekly wages prescribed in this agreement except for time lost through the worker's sickness, accident, or default.

General Conditions

12. (a) It shall be the duty of the employer to provide lockers or other suitable accommodation wherein employees may keep their clothes, good ventilation, and proper sanitary arrangements; also a sufficient supply of boiling water at meal-times.

(b) An employer shall provide reasonable facilities for supplying warmth for employees in the factory in cold weather.

(c) In all cases where artificial light is required electric light shall be supplied where available.

(d) There shall be suitable emergency exits and suitable emergency fire-fighting appliances easily accessible to the employees.

(e) "Duck-boards" shall be provided for workers where the floor is concrete or where they are required to stand at machines.

(f) Gloves shall be provided by the employer wherever necessary.

(g) Where the worker works with acid, rubber gloves shall be provided.

(h) In cases where the worker is obliged to work in dust or in fumes, goggles and respirators shall be provided.

(i) Female workers shall be supplied with work seats where it is possible for them to use them.

(j) A lunch-room containing tables and seating-accommodation shall be provided for female employees.

(k) A rest period of ten minutes shall be allowed female workers during every morning and afternoon without deduction from wages.

(l) Overalls and/or caps shall be provided for female workers where the employer and the union agree that they are necessary.

Accidents

13. (a) A modern first-class emergency case, fully equipped, shall be kept in a convenient and accessible place in the factory, also provision made for a supply of hot water at short notice.

(b) The St. John Ambulance first-aid compressed kit shall be the first-aid case to be kept as required in subclause (a), and shall be open to inspection once a month by a union official.

Access to Workshop

14. 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 factory and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union

15. (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 agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of the industrial union of workers bound by this agreement.

(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 agreement 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.)

Under-rate Workers

16. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 wages, to examine the permit or agreement by which such wage is fixed.

Term of Agreement

17. This agreement shall come into force on the 19th day of June, 1944, and shall continue in force until the 19th day of June, 1945.

Signed on behalf of Buttons (N.Z.), Ltd., Nuffield Street, Newmarket, Auckland S.E. 1—

[L.S.]

BUTTONS (N.Z.), LTD.:

R. SAULCONBRIDGE, Director.

Signed on behalf of the Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades' Industrial Union of Workers—

[L.S.]

ALFRED GILBERT.

J. NEALE.