

DUNEDIN **WAX VESTA EMPLOYEES.**—INDUSTRIAL
AGREEMENT

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 14th day of May, 1947, between the Dunedin Wax Vesta Employees' Industrial Union of Workers and the New Zealand Wax Vesta Co., 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 14th day of May, 1947, between the Dunedin Wax Vesta Employees' Industrial Union of Workers, of the one part, and the New Zealand Wax Vesta Co., 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 11th day of August, 1947.

[L.S.]

A. TYNDALL, Judge.

Under the Industrial Conciliation and Arbitration Act, 1925, and its amendments.—In the matter of an Industrial Agreement between the Dunedin Wax Vesta Employees' Industrial Union of Workers and the New Zealand Wax Vesta Co., Ltd., David Street, Caversham, Dunedin.

To the Clerk of Awards at Dunedin.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments this 14th day of May, 1947, between the Dunedin Wax Vesta Employees' Industrial Union of Workers and the New Zealand Wax Vesta Co., Ltd., is set out in the schedule marked "A."

Dated at Dunedin this 14th day of May, 1947.

For the Industrial Union of Workers—

L. F. EVANS, Duly Authorized Agent.

For the New Zealand Wax Vesta Co., Ltd.—

J. D. HANNING, Secretary.

Filed by L. F. Evans, Secretary, Otago Trades' Council,
360 Moray Place, Dunedin.

" A "

INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 14th day of May, 1947, between the Dunedin Wax Vesta Employees' Industrial Union of Workers and the New Zealand Wax Vesta Co., Ltd., David Street, Caversham, Dunedin, is set out as hereunder:—

Industry to which Agreement applies

1. The industry to which this agreement applies is the manufacture of wax matches.

Hours of Work

2. (a) The hours of work shall be forty per week, between 8 a.m. and 5 p.m. from Monday to Friday, both days inclusive. Not less than three-quarters of an hour shall be allowed each day for lunch and ten minutes for morning and afternoon tea: Provided the hours are continuous, the starting and finishing time of any special adult male worker may be arranged to suit the exigencies of the industry.

(b) Adult male workers may be employed on shift-work outside the hours hereinbefore prescribed, provided that such shifts shall consist of eight hours and that the time worked shall be continuous. Workers employed on shifts shall be paid 1d. per hour in addition to the weekly wage prescribed in clause 3 (c).

Wages

3. (a) *Wages of Female Workers.*—The minimum rate of wages for female workers shall be as follows:—

Age commencing.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Thereafter.
Under 17	27/6	32/6	37/6	42/6	47/6	52/6	60/-	67/6
17 to 18	32/6	37/6	42/6	47/6	52/6	60/-	67/6	..
18 to 19	40/-	45/-	50/-	55/-	60/-	67/6	..	..
19 to 20	47/6	52/6	57/6	62/6	67/6	..	..	..
20 to 21	52/6	57/6	62/6	67/6	..	..	..	..
Over	60/-	65/-	67/6	..	..	..	..	..

(b) In addition to the above rates of wages a sum of 5s. per week shall be paid to all female employees working the full forty hours per week inclusive of statutory holidays, but exclusive of overtime. Such additional payments shall not be subject to clause 4 of this agreement.

(c) *Wages of Youths and Men:*—

Age commencing.	First Year.	Second Year.	Third Year.	Thereafter.
Under 19	60/-	80/-	100/-	115/-
19 to 20	80/-	100/-	115/-	..
20 to 21	100/-	110/-	115/-	..
Over 21	107/6	115/-	..	..

(d) No worker who was, prior to the coming into force of this agreement, in receipt of a higher wage than is herein prescribed shall have such wage reduced.

Increase in Rates of Remuneration

4. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this agreement shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the *remuneration* of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in *rates of remuneration* provided by the order referred to in (a) hereof applied to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

(3) The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

Overtime

5. (a) All time worked on any one day in excess of the regular daily hours shall be paid for at the rate of time and a half for the first four hours and double time thereafter, with a minimum payment of 1s. 9d. per hour. When workers are called upon to work overtime beyond one hour after the usual time for ceasing work and have not been notified on the previous day, or reside at such a distance that they cannot reasonably get home for a meal, they shall be allowed 2s. meal-money. The provision of clause 4 of this agreement increasing rates of payment shall not apply to the meal-money payment provided for in this subclause.

(b) Double rates shall be paid for any work done on Saturday afternoon, Sunday, or any of the following holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, Anzac Day, and the birthday of the reigning Sovereign.

Holidays

6. (a) The following shall be observed as holidays and shall be allowed without deduction of pay: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, Anzac Day, and the birthday of the reigning Sovereign.

(b) Holidays shall be allowed in accordance with the Annual Holidays Act, 1944.

General Conditions

7. (a) Wages shall be paid weekly not later than on Friday.

(b) The employer shall be entitled to make a rateable deduction from the wages of any worker for any time lost through sickness or default or on account of the temporary closing of the factory for cleaning or repairing the machinery or through any interruption of manufacturing processes caused by climatic conditions or shortages of materials.

(c) If work is not available at the factory for any worker or workers on any ordinary working-day, the employer shall give notice to such workers on the previous day that their attendance will not be required. If such notice is not given and any worker presents himself for employment in the morning, such worker shall be entitled to a half-day's pay. If any worker has so presented himself in the morning and is required to attend in the afternoon and no work is available, such worker shall be entitled to a further half-day's pay.

(d) When slackness of work or the exigencies of trade render it necessary to work short time, the employer shall distribute the work as evenly amongst the workers of each class as circumstances will permit, and in such cases workers shall be paid only for the time actually worked.

Matters not provided for

8. Any dispute in connection with any matter not provided for in this agreement shall be mutually arranged between two representatives of the union and the manager. In the event

of their being unable to agree the matter shall be referred to the Conciliation Commissioner for the district for settlement. Either party, if dissatisfied with the decision of the Conciliation Commissioner, shall have the right to appeal to the Court.

Workers to be Members of Union

9. (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 an 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

10. (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 wage, to examine the permit or agreement by which such wage is fixed.

Scope of Agreement

11. This agreement shall apply only to the parties named herein.

Term of the Agreement

12. The agreement shall be deemed to come into force on the 4th day of April, 1947, and shall continue in force until the 4th day of April, 1948.

Dated this 14th day of May, 1947.

Signed on behalf of the Dunedin Wax Vesta Employees' Industrial Union of Workers—

L. F. EVANS, Duly Authorized Agent.

Signed on behalf of the New Zealand Wax Vesta Co., Ltd.—

J. D. HANNING, Secretary.