

**WELLINGTON AND CANTERBURY PRINTERS' INK, DRAWING-  
CHALK, AND CRAYON MANUFACTURERS' EMPLOYEES—  
AWARD**

*[Filed in the Office of the Clerk of Awards, Wellington]*

In the Court of Arbitration of New Zealand, Wellington and Canterbury Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Wellington and Canterbury Paint, Varnish, Lacquer, Printers' Ink, and Related Products Manufacturers' Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned companies (hereinafter called "the employers") :—

Chromos, Limited, Ira Street, Miramar, Wellington.

Jollands, Limited, Manchester Street, Petone.

Morrison and Morrison, Limited, 13-15 Garrett Street, Wellington.

Morrison and Morrison, Limited, Madras Street, Christchurch.

Wimble, F. G., & Company (New Zealand), Limited, Tory Street, Wellington.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 24th day of March, 1951, 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 4th day of June, 1949.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to Which Award Applies*

1. The industry to which this award applies is the manufacturing of printing-inks, crayons, chalks, plastic clays, and artists' colours, &c.

##### *Interpretation*

2. (a) This award shall apply to workers substantially employed in mixing, grinding, filling, breaking up, and shading of printers' ink, crayons, or related products, and the packing in any form, labelling, receiving, or delivering of such goods (except where such work is subject to any other award).

(b) Any worker who is substantially employed in tinting or shading printers' ink, crayons, or related products shall be deemed to be a shader.

(c) A mixer is a worker engaged in the mixing and/or the grinding of dried powders to paste.

(d) A leading hand is a worker who is required to direct or control other workers.

(e) A laboratory worker other than a qualified chemist is a worker employed in the laboratory doing work in connection with the factory.

## Hours of Work

3. (a) The hours of work shall be eight per day, to be worked on five days of the week, Monday to Friday, both days inclusive. The daily hours shall be worked between the hours of 7.30 a.m. and 5 p.m., with not more than one hour for a meal.

(b) When shifts are worked outside the hours prescribed in subclause (a) hereof, eight hours, including twenty minutes for crib-time, shall constitute a shift. Not more than five shifts shall be worked in any week.

(c) Workers engaged on night shifts shall be paid 3s. per shift extra if working on three or more consecutive nights.

(d) A night-shift worker required to work in excess of eight hours in any shift shall be paid time and a half rates for the first four hours and double time thereafter.

(e) Where shifts are worked, the hours of such shifts shall be fixed by agreement between the employer and the union concerned.

## Wages

4. (a) The following shall be the minimum rates of wages:—

	Payable from 25th March, 1949, to 31st May, 1949.			Payable on and from 1st June, 1949.		
	Per Week.			Per Week.		
	£	s.	d.	£	s.	d.
Leading hand .. .. .	7	12	6	7	18	5
Shaders .. .. .	7	5	0	7	10	11
Varnish cookers and gum runners	7	5	0	7	10	11
Mixers, grinders, and/or packers	7	0	0	7	5	11
All other male adult workers ..	6	10	0	6	15	11

(b) The minimum weekly rates of wages payable to boys and youths shall be in accordance with the following scales:—

TABLE "A"—PAYABLE FROM 25TH MARCH, 1949, TO 31ST MAY, 1949

Age Commencing.	First Year.		Second Year.		Third Year.		Fourth Year.		Fifth Year.		Sixth Year.	
	First Six Months.	Second Six Months.	First Six Months.	Second Six Months.	First Six Months.	Second Six Months.	First Six Months.	Second Six Months.	First Six Months.	Second Six Months.	First Six Months.	Second Six Months.
Under 16	30/6	36/-	41/6	48/-	54/-	60/-	66/6	72/6	84/6	95/6	106/6	123/6
16 to 17	36/-	41/6	48/-	53/6	60/-	65/6	77/6	88/6	101/-	111/6	..	..
17 to 18	52/6	58/6	64/-	70/6	76/-	88/-	99/-	111/-	..	..	..	..
18 to 19	63/6	69/6	75/-	86/6	97/6	115/6	..	..	..	..	..	..
19 to 20	80/-	91/-	102/-	113/6	..	..	..	..	..	..	..	..
20 to 21	101/6	113/-	..	..	..	..	..	..	..	..	..	..

Thereafter at the appropriate adult rate.

TABLE "B"—PAYABLE ON AND FROM 1ST JUNE, 1949

Age Commencing.	First Year.		Second Year.		Third Year.		Fourth Year.		Fifth Year.		Sixth Year.	
	First Six Months.	Second Six Months.	First Six Months.	Second Six Months.	First Six Months.	Second Six Months.	First Six Months.	Second Six Months.	First Six Months.	Second Six Months.	First Six Months.	Second Six Months.
Under 16	30/6	36/6	42/6	49/6	56/-	62/6	70/-	76/6	89/6	102/-	114/-	132/-
16 to 17	36/6	42/6	49/6	55/6	62/6	69/-	82/-	94/-	108/-	119/6	..	..
17 to 18	54/6	61/-	67/-	74/6	80/6	93/6	105/6	119/-	..	..	..	..
18 to 19	66/6	73/-	79/-	92/-	104/-	124/-	..	..	..	..	..	..
19 to 20	84/6	97/-	109/-	121/6	..	..	..	..	..	..	..	..
20 to 21	108/6	121/-	..	..	..	..	..	..	..	..	..	..

Thereafter at the appropriate adult rate.

(a) The following shall be the minimum weekly rates of pay for female workers:—

TABLE "A"—PAYABLE FROM 25TH MARCH, 1949, TO 31ST MAY, 1949

Age Commencing.	First Year.		Second Year.		Third Year.		Fourth Year.		
	First Six Months.	Second Six Months.	First Six Months.	Second Six Months.	First Six Months.	Second Six Months.	First Six Months.	Second Six Months.	
Under 16	..	30/-	35/-	40/6	45/6	52/-	57/6	66/-	75/-
16 to 17	..	33/-	39/-	46/-	51/6	60/-	63/6	72/6	..
17 to 18	..	36/6	42/-	49/-	55/-	63/6	69/6	..	..
18 to 19	..	42/-	48/-	55/-	61/6	69/6	..	..	..
19 to 20	..	48/-	54/-	61/6	67/6	..	..	..	..
20 to 21	..	54/-	66/-	..	..	..	..	..	..

Thereafter, not less than £4 5s. per week.

TABLE "B"—PAYABLE ON AND FROM 1ST JUNE, 1949

Age Commencing.	First Year.		Second Year.		Third Year.		Fourth Year.		
	First Six Months.	Second Six Months.	First Six Months.	Second Six Months.	First Six Months.	Second Six Months.	First Six Months.	Second Six Months.	
Under 16	..	30/-	35/-	41/6	47/-	54/-	60/-	69/6	79/-
16 to 17	..	33/-	39/6	47/6	53/6	62/6	66/6	76/6	..
17 to 18	..	37/-	43/-	50/6	57/-	66/6	73/-	..	..
18 to 19	..	43/-	49/6	57/-	64/6	73/-	..	..	..
19 to 20	..	49/6	56/-	64/6	71/-	..	..	..	..
20 to 21	..	56/-	69/6	..	..	..	..	..	..

Thereafter, not less than £4 10s. 9d. per week.

*Casual Labour*

5. (a) All casual workers shall be paid at the rate of not less than 3s. 3¼d. per hour from 25th March, 1949, to 31st May, 1949, and at 3s. 6¾d. per hour on and from 1st June, 1949, with a minimum of four hours.

(b) A "casual" shall mean a person whose engagement is for a period of less than five consecutive days.

*Overtime*

6. (a) Time worked in excess of eight hours in any day or outside the clock hours specified in clause 3 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) The minimum rate of payment for overtime per hour shall be not less than 2s.

(c) In all cases where a worker is ordered back after tea to work overtime, the minimum payment shall be for not less than two hours.

(d) Double time rates shall be paid for all time worked on Saturday afternoon or on Sunday.

*Weekly Employment*

7. (a) 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 or her absence from work through no fault of the employer.

(b) Not less than forty-eight hours' 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.

*Dangerous Work*

8. (a) The employers shall, in the case of workers engaged in the working of any process which is deemed by the Department of Health to be dangerous to the health of the workers, provide respirators deemed by the Department of Health to be efficient.

(b) Gloves shall be provided where necessary.

*Payment of Wages*

9. (a) Wages shall be paid weekly in cash on any day other than Friday. Payment shall be made during the employer's time.

(b) Workers who are dismissed shall be paid immediately on the termination of the employment.

*Holidays*

10. (a) The following shall be observed as full holidays: 1st January, Anniversary Day or another day in lieu thereof, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day. Workers employed during the fortnight ending on the day on which any of the holidays occur shall receive full payment for such holidays.

(b) Work done on any of the aforesaid holidays shall be paid for in accordance with the provisions of the Factories Act, 1946.

(c) The provisions of the Public Holidays Act, 1910, and its amendments, shall apply to workers covered by this award.

(d) Picnic Day when held shall be observed on a Saturday and no worker shall be required by his employer to perform any work on that day.

*Annual Holidays*

11. Workers covered by the provisions of this award shall be entitled to holidays in accordance with the provisions of the Annual Holidays Act, 1944.

*Meal Allowance*

12. When workers are required to work overtime meals shall be supplied or a meal allowance shall be paid to the workers in accordance with the provisions of section 21 of the Factories Act, 1946: Provided, however, that this clause shall apply to all classes of workers, and provided, further, that the allowance when payable shall be at the rate of 2s. 6d. per meal.

*Accommodation*

13. The employer shall provide suitable dining and lavatory accommodation as required by the Factories Act, 1946, together with facilities for changing clothes, and hot water for washing and boiling water for meals.

*General Conditions*

14. (a) Boys under seventeen years of age shall not lift more than 56 lb. unassisted.

(b) The employer shall provide each worker with combination overalls whilst employed in the varnish department or on ink-mixing or grinding machines, and any other covering necessary whilst engaged in dirty work. Workers shall be responsible for the cleaning, maintenance, and reasonable repair of overalls. The employer shall provide each worker with two suits of overalls during each year.

(c) Workers employed exclusively on mixing, making, and cutting plastic clay and workers employed in the Compo Room shall be granted a boot allowance of £2 per annum or shall be supplied with gum boots. Workers employed on ink-mixing and grinding machines shall be granted a boot allowance of £2 per annum. The provisions of this subclause shall apply only to workers who have completed six months' continuous service on these machines.

(d) This award shall not operate so as to reduce the wage of any worker during his present employment.

(e) Unless otherwise arranged between the union and the employer, five minutes, both morning and afternoon, shall be allowed for a "smoke-oh" without deduction of pay.

#### *First-aid Kit*

15. First-aid outfits shall be provided in all factories and shall be accessible to all workers at all times. The employer shall be responsible for keeping supplies in clean containers and in charge of responsible persons.

#### *Workers to be Members of Union*

16. (a) Subject to the provisions of subsection (5) of section 18 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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(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*

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.

*Disputes*

18. The essence of this award being that the work of the employer 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 specifically dealt with in this award, every such dispute or difference shall be referred to a committee 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 against a decision of any such committee upon giving to the other side written notice of such intention to appeal within fourteen days after the decision of the committee has been made known to the party desirous of appealing.



*Right of Entry*

19. 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.

*Application of Award*

20. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

*Scope of Award*

21. This award shall operate throughout the Wellington and Canterbury Industrial Districts.

*Term of Award*

22. This award, in so far as it relates to wages, shall be deemed to have come into force on the 25th day of March, 1949, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 24th day of March, 1951.

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 4th day of June, 1949.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

In making the award the Court has fixed two schedules of wages, one incorporating the rates agreed upon in Conciliation Council, to operate from the 25th March, 1949, and the other to give effect to the Court's pronouncement of the 12th April, 1949, and to operate from the 1st June, 1949.

Apart from the above adjustment, the award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.