

**DUNEDIN WAX VESTA EMPLOYEES—INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942 ; and in the matter of the industrial agreement, made on the 29th day of August, 1949, between the Dunedin Wax Vesta Employees' Industrial Union of Workers and the New Zealand Wax Vesta Co., Ltd., Dunedin.

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 29th day of August, 1949, between the Dunedin Wax Vesta Employees' Industrial Union of Workers, of the one part, and the New Zealand Wax Vesta Company, Limited, 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 20th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

#### DUNEDIN WAX VESTA EMPLOYEES—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925 this 29th day of August, 1949 between the Dunedin Wax Vesta Employees Industrial Union of Workers (hereinafter referred to as the union) of the one part and the New Zealand Wax Vesta Co. Ltd., David St., Caversham Dunedin (hereinafter referred to as the employers) of the other part—whereby it is mutually agreed by and between the said parties hereto as follows:—

#### SCHEDULE

##### *Industry to Which Agreement Applies*

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

##### *Hours of Work*

2. The hours of work shall be forty per week between 8 a.m. and 5 p.m. from Monday to Friday both days inclusive. 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.

##### *Shift Work*

3. (a) Shifts may be worked as required by the employer. Eight hours shall constitute a full shift.

(b) Shift workers shall receive in addition to the wages herein prescribed the sum of 2s. 6d. per shift.

*Wages*

4. The minimum rate of wages shall be as follows:—

(a) <i>Females</i> —		Per Week.		
		£	s.	d.
First six months	.. ..	1	16	6
Second six months	.. ..	2	2	6
Third six months	.. ..	2	10	6
Fourth six months	.. ..	2	18	0
Fifth six months	.. ..	3	5	0
Sixth six months	.. ..	3	12	0
Fourth year	.. ..	3	19	0
Fifth year	.. ..	4	2	6
Thereafter	.. ..	4	12	6

(b) Female workers over twenty-one years of age and with no previous experience in the industry shall be paid not less than £4 5s. per week for the first six months and thereafter £4 12s. 6d. per week.

(c) <i>Males</i> —		Per Week.		
		£	s.	d.
First six months	.. ..	1	16	6
Second six months	.. ..	2	5	0
Third six months	.. ..	2	14	0
Fourth six months	.. ..	2	19	6
Fifth six months	.. ..	3	5	6
Sixth six months	.. ..	3	11	0
Fourth year	.. ..	4	2	6
Fifth year	.. ..	4	17	0
Thereafter	.. ..	7	3	4

(d) Male workers over 21 years of age and with no previous experience in the industry shall be paid not less than £6 10s. per week for the first six months and thereafter £7 3s. 4d.

(e) Workers in receipt of a higher wage than that set out herein shall not have their wages reduced by reason of any of the provisions in this award.

*Overtime*

5. (a) All time worked on any one day in excess of the regular daily hours shall be paid for at rate of time and a half for the first three 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. 6d. meal money.

(b) Double rates shall be paid for any work done on Saturday afternoons, Sunday or any of the holidays mentioned in the next succeeding clause.

(c) All time worked up till noon on Saturdays shall be paid for at time and a half rates.

#### *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) The provisions of the Public Holidays Act 1910, and its amendments which deal with the observance of and payment for holidays which fall on Saturday and Sundays shall apply to the holidays specified in this award.

(c) Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944.

#### *General Provisions*

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

(b) All wages shall be paid on the termination of employment.

(c) 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 process caused by climatic conditions or shortages of materials.

(d) 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 worker 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 days 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-days pay.

(e) A ten minute rest period shall be allowed morning and afternoon to all workers.

(f) Facilities for boiling water shall be provided.

(g) Dressing room accommodation with hot water and towels shall be provided for all workers.

*First-aid Outfit*

8. A St. John first-aid outfit or similar kit fully equipped shall be provided by the employer—a suitable person shall be in charge.

*Matters Not Provided For*

9. 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*

10. (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 purpose 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 sub-section (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*

11. (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*

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

#### *Term of Agreement*

13. This agreement in so far as it relates to wages shall be deemed to have come into force on the first day of September 1949 and so far as all other conditions of this agreement are concerned it shall come into force on the date hereof and this agreement shall continue in force until the 29th day of February 1951.

In witness whereof these presents have been executed the day and year hereinbefore appearing.

E. CLEVIN, Manager  
New Zealand Wax Vesta Co. Ltd.

R. A. HILL, Authorized Agent  
Dunedin Wax Vesta  
Employees Industrial Union of Workers.

[L.S.]