
**NEW ZEALAND WALLBOARDS LTD., AUCKLAND AND LOWER HUTT
EMPLOYEES—AWARD**

In the Court of Arbitration of New Zealand, Northern and Wellington Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand (Except Otago and Southland) Carpenters, Joiners, Joiners' Machinists, and Plasterers, and (Except Auckland) Bricklayers and Related Trades Industrial Union of Workers (hereinafter called "the union") and the under-mentioned company (hereinafter called "the employers"):

New Zealand Wallboards Ltd., Auckland and Lower Hutt.

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 4th day of May 1962 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 24th day of November 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Hours of Work

1. (a) The ordinary hours of work shall not exceed eight per day, Monday to Friday inclusive, between the hours of 7.30 a.m. and 5 p.m.

(b) The lunch-hour may be arranged between the employer and the workers, but in no case shall it be of less duration than half an hour.

Shift Work

2. (a) Shifts may be worked outside of the hours prescribed in clause 1. The ordinary hours of work shall not exceed five eight hour shifts to be worked from Monday to Friday, both days inclusive. During each shift a worker shall be allowed half an hour meal time without deduction of pay, but there shall be no complete cessation of work.

(b) For the purpose of this clause "shift work" shall mean work which is carried out by two or more successive relays or spells of workers, each relay performing substantially the same duties as the outgoing shift.

(c) Work done on Saturday morning shall not count as a shift.

(d) Where practicable, shifts shall rotate weekly.

(e) Workers employed on shifts shall be paid at the rate of 4s. per shift in addition to their ordinary rate of pay, providing that where a worker is required to work 10 hours or more in one or more shifts he shall be paid 4s. 6d. per shift in addition to his ordinary rate of pay.

(f) In the case of shift workers, time worked in excess of eight hours a shift shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter; provided that a shift worker who is required to continue working a second complete shift after completing his normal shift shall be paid double rates for all time worked on the second shift.

Overtime

3. (a) All time worked outside of, or in excess of the daily hours fixed in clause 1 of this award, shall count as overtime and shall be paid for at the rate of time and a half for the first three hours, and double time thereafter; provided that any time worked by a worker, other than shift workers, between the hours of 10 p.m. and 6 a.m. next day shall be paid for at double time rates.

Each day shall stand by itself and payment shall be made accordingly.

Time worked on Saturday up to four hours shall be paid for at time and a half rates. Time worked on Saturday in excess of four hours, or after 12 noon, shall be paid for at double time rates.

(b) Every worker required to work overtime after 6 p.m. or after 1 p.m. on Saturday shall be paid 5s. meal money unless such worker can reasonably get home for a meal or was notified on the previous day of the intention to work overtime.

(c) Workers shall work during the regular meal times if required to do so by the employer, and, except in the case of shift workers, shall be paid *pro rata* double time rates for the time so worked, provided that in no case shall a worker be employed for more than five hours without being given the time usually allowed for a meal.

Wages

4. (a) The minimum rate for all workers covered by this award shall be 6s. 4d. per hour. After two weeks' employment a worker shall be deemed to be a weekly worker and shall be paid £12 13s. 4d. per week.

(b) The following rates, additional to their ordinary rate, shall be paid to workers classified as under while so engaged:

- (i) A worker in charge of a shift shall receive 1s. 4d. per hour.
- (ii) Dispatch foreman shall receive 10d. per hour.
- (iii) Workers employed as "stick men" shall be paid 9d. per hour.
- (iv) Workers employed as machine operators shall receive 8d. per hour.
- (v) Workers coating sheets of wallboard with bitumastic material shall be paid 4d. per hour extra and shall be provided with gloves.
- (vi) Workers employed unloading bags of plaster and emptying bags of plaster in feed-box, shall receive 4d. per hour extra. When bags of plaster weigh over 112 lb they shall receive 6d. per hour.
- (vii) Workers employed as assistant rovers shall receive 4d. per hour.
- (viii) Workers employed as assistants to machine operators shall receive 3d. per hour.
- (ix) Workers employed at the pumice pit shall receive 3d. per hour while on night shift.
- (x) Workers in charge of grading of wallboard out of automatic dryer shall be paid 3d. per hour.
- (xi) Workers working at the feed-in section shall be paid an extra rate of 3d. per hour.
- (xii) An orderman shall be paid 2d. per hour.
- (xiii) Dryer feed-out men when production exceeds 40 ft per minute of 4 ft sizes, or 50 ft per minute of 3 ft sizes, shall be paid a 1d. per hour extra for each 5 ft or portion thereof.
- (xiv) When shifts are being worked, a worker shall be employed as a "rover" whose duties shall be to relieve other workers as necessary during production and shall be paid 6d. per hour.

Deduction from Wages

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

Payment of Wages

6. (a) Wages shall be paid weekly, not later than Thursday, during working hours.

(b) In the event of pay-day being a holiday, wages shall be paid on the day preceding the holiday.

(c) When a worker is discharged, summarily or otherwise, or leaves after giving the full notice required under clause 9 of the award, he shall be paid all moneys due to him immediately upon ceasing his employment, but in other cases he shall, on application in person or by some other person authorised in writing, but not earlier than 3 p.m. on the following pay-day be paid all moneys due to him, provided that in the case of a worker being discharged after 4 p.m. he shall be paid all moneys due to him not later than 11 a.m. on the following day.

(d) The employer shall pay wages per medium of a pay envelope. The face of the envelope shall contain the following particulars: ordinary time; overtime; gross amount; net amount.

Holidays

7. (a) The following shall be the recognised holidays, which shall be paid for at ordinary rates, except when the holiday falls on a day other than an ordinary working day; New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day and Anniversary Day or a day to be observed in lieu thereof.

(b) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this award who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

(c) Where any worker has been employed upon work coming within the scope of this award by more than one employer during the fortnight ending on the day on which any of the above holidays occurs, he shall be entitled to receive payment for the holiday from such one or more of those employers, and, if more than one, in such proportion, as the Inspector of Awards determines.

(d) In the event of a holiday, other than Anzac Day, falling on a Sunday such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(e) Any work done on any of the above holidays, or on Sundays, shall be paid for at double time rates.

Annual Holidays Act 1944

8. (a) The provisions of the Annual Holidays Act 1944, shall be deemed to be incorporated in this award and shall have effect according to their tenor.

(b) (i) In addition to the holiday to which he is entitled under subclause (a) of this clause a worker who has worked on shift work for a complete year shall be allowed an additional week's holiday on the same terms as to payment as are provided for in the Annual Holidays Act 1944.

(ii) In addition to the holiday to which he is entitled under subclause (a) of this clause, a worker who has not worked on shift-work during the whole year but for a proportion of the year only, shall be allowed such proportionate part of such additional week's holiday as is commensurate with the time he has worked as a shift-worker.

(c) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has

not become entitled to an annual holiday, then that worker shall not be entitled to any wages for two weeks following that date but the employer shall before that date pay to him in addition to all other amounts due to him at that date, including amounts to which he is entitled in respect of any special holidays, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.

Termination of Employment

9. In the event of the termination of employment of any worker coming within the scope of this award, one hour's notice shall be given to or by workers in receipt of hourly wages, and seven days' notice shall be given to or by workers in receipt of weekly wages; but this shall not prevent an employer from summarily dismissing an employee for misconduct or similar due cause.

General Conditions

10. (a) A suitable drink, such as barley-water, to be mutually agreed upon between the workers, and employers, shall be provided for workers handling bags of plaster.

(b) Piecework and contract work shall be prohibited.

(c) In every period of daily hours, two periods of at least 10 minutes shall be allowed without deduction from wages, when the employer shall provide a cup of tea: Provided that there shall be no complete cessation of work.

(d) Workers shall be paid 3s. 4d. per week as an overall and footwear allowance.

(e) Oilskins and sou'westers shall be supplied to the pumice pit operators.

(f) When conditions justify it at the Wellington factory dispatch workers shall be issued with oilskins, a pair of sea boots and goggles and the worker shall be responsible for them as they are issued.

Sanitary Accommodation

11. The employer shall provide adequate dressing rooms, meal room, lockers and lavatory accommodation, and provide at least two warm showers, and shall, in agreement with the union delegates, appoint someone to maintain cleanliness of same.

Accidents

12. A modern first-aid emergency case, fully equipped, shall be kept in a convenient and accessible position.

Access to Work

13. (a) Every employer bound by this award shall permit the secretary or any other authorised officer of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

(b) Employers shall, on request, which request shall not be made more often than once in each three months supply to the secretary of the union the names of all workers covered by this award in their employ.

Disputes

14. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then

such dispute shall be referred to the Conciliation Commissioner who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Workers to be Members of Union

15. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 18 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 21 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 section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 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 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 14 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 Award

17. This award shall apply only to the parties named herein.

Term of Award

18. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 4th day of November 1960, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 4th day of May 1962.

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 24th day of November 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.
