

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 1954; and in the matter of an industrial dispute between the Wellington, Nelson and Canterbury Paint, Varnish, Lacquer, Printers' Ink and Related Products Manufacturers Employees Industrial Union of Workers (hereinafter called "the union") and the under-mentioned firm and companies (hereinafter called "the employers"):

Britannia Colour Industries Ltd., Manchester Street, Petone.

Chromos Ltd., Manchester Street, Petone.

Coates Brothers, Lower Hutt.

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

Morrison and Morrison Ltd., 210 Madras Street, Christchurch.

Wimble, F. T., and Co. (N.Z.) Ltd., Gregory Street, 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 28th day of February 1963 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 29th day of August 1961.

[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, etc.

Interpretation

2. (a) This award shall apply to workers, other than laboratory workers, substantially employed in mixing, grinding, filling, breaking up, and shading of printers' ink, crayons, or related products, in manufacturing roller composition and casting printers' rollers, 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 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) of this clause, eight hours, including 20 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 4s. 6d. 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 weekly wages:	Per Week
	£ s. d.
Leading hand	13 11 8
Shaders	12 17 6
Varnish cookers and gum runners	12 17 6
Roller caster workers	12 17 6
Dry-colour mixers	12 17 6
Mixers (other than dry colour) and grinders	12 14 2
Packers and other adult male workers	12 10 0
(b) Female adult workers	8 5 4

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

Under 17	5 10 0
17 to 18	6 15 0
18 to 19	8 0 0
19 to 20	9 5 0
20 to 21	10 10 0

Thereafter, at the appropriate adult rate.

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

Under 17	4 5 10
17 to 18	4 18 4
18 to 19	5 10 0
19 to 20	6 2 6
20 to 21	7 1 8

Thereafter, not less than £8 5s. 4d.

Part-time Workers

5. (a) Where a worker is unable to accept full time employment the employer shall pay *pro rata* the appropriate scale salary.

(b) These provisions shall not be used for the purposes of reducing the hours of work or the earnings of any worker.

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 three hours and double time thereafter.

(b) In all cases where a worker is given notice to work overtime after the meal interval, the minimum payment shall be for not less than two hours.

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

(d) When a worker is called to work overtime which extends beyond the time for the cessation of public transport ordinarily used by the worker in returning to his home, such worker shall be conveyed to his or her residence at the expense of the employer.

(e) No worker shall be permitted to work overtime on any union meeting night except on urgent or breakdown work.

Weekly Employment

7. (a) Employment shall be deemed to be weekly employment, and no deduction shall be made from the weekly wage prescribed herein except for time lost through the worker's sickness, accident, default, absence through no fault of the employer, or as provided in subclause (b) hereof.

(b) Not less than 48 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; and provided further, that where the requisite notice is not given, two ordinary days' wages shall be paid or forfeited in lieu of notice.

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 not later than Thursday. Payments 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 the recognised holidays: Good Friday, Easter Monday, Labour Day, Anzac Day, Anniversary Day or a day in lieu thereof, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, New Year's Day, and 2 January.

(b) Statutory holidays, except Anzac Day, falling on Saturday or Sunday shall be observed on the following Monday. Where two successive holidays fall on a Saturday and Sunday, they shall be observed on the following Monday and Tuesday. Where two successive holidays fall on a Sunday and Monday, they shall be observed on the relative Monday and the following Tuesday.

(c) Work done on any holiday covered by the provisions of the Factories Act 1946, or its amendments, shall be paid for in accordance with the provisions of that Act, and work done on any recognised holiday not covered by the provisions of the Factories Act 1946 shall be paid for at the rate of time and a half in addition to the ordinary rates.

(d) Picnic day when held shall be observed on a Saturday and no worker shall be required by the employer to perform any work on that day, except on urgent or break-down work.

Annual Holidays

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

(b) 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 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 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.

Meal Allowance

12. The employer shall allow meal-money at the rate of 5s. per meal when workers are called upon to work overtime after 6 p.m. unless such workers can reasonably get home for a meal and return to work in one hour or such time as may be agreed upon between the union and the employer. The employer may elect to provide a meal in lieu of paying meal-money.

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 17 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. The employer shall be responsible for the cleaning, maintenance and reasonable repair of overalls, which shall remain the property of the employer. 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 £4 per annum, or shall be supplied with gumboots. Workers employed in chalk-pouring shall be supplied with gumboots or boots. Workers employed on ink-mixing and grinding machines shall be granted a boot allowance of £4 per annum. The provisions of this subclause shall apply only to workers who have completed six months' continuous service on these machines. A worker who ceases employment during the first six months shall be paid a boot allowance of 6s. 8d. per month for each completed month of employment in that first six months.

(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, 10 minutes both morning and afternoon shall be allowed for a smoko without deduction of pay.

(f) Five minutes shall be allowed workers to wash up before lunch break and before knocking off time.

(g) A waterproof cape or coat shall be made available for workers required to work outside in wet weather.

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 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

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 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.

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 14 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 authorised 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 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 the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the working week in each establishment commencing on or after the 14th day of August 1961, 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 28th day of February 1963.

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 29th day of August 1961.

[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.
