

NEW ZEALAND WALLBOARDS LTD., CHRISTCHURCH EMPLOYEES—AWARD

In the Court of Arbitration of New Zealand, Canterbury Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Wallboards Ltd., Opawa Road, Christchurch (hereinafter called “the employers”) and the New Zealand (Except Otago and Southland) Carpenters, Joiners, Joiners’ Machinists, and Plasterers and (Except Auckland) Bricklayers, and Related Trades Industrial Union of Workers, Trades Hall, Vivian Street, Wellington (hereinafter called “the union”).

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 on the day of the date hereof 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 20th day of October 1961.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the industry operated by New Zealand Wallboards Ltd. for the manufacture of Gibraltar board.

Hours of Work

2. (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.

Overtime

3. (a) All time worked outside of or in excess of the daily hours fixed in clause 2 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 between the hours of 10 p.m. and 7.30 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) Any work done on any of the holidays provided for in subclause (a) of clause 7, or on Sundays, shall be paid for at double time rates.

(c) Workers shall work during the regular meal times if required to do so by the employer, and 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.

(d) Any worker having to work all day and having to continue to work until midnight shall be given eight hours off or be paid double time rates for all time worked on the second day.

(e) Any worker ordered out to work on any Saturday, Sunday, or on any holiday provided for in this award shall receive not less than four hours' pay at the appropriate rates.

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) Dispatch foreman shall receive 10d. per hour.
- (ii) Workers employed as "stick men" shall be paid 9d. per hour.
- (iii) Workers employed as machine operators shall receive 8d. per hour.
- (iv) Workers coating sheets of wallboard with bitumastic material shall be paid 4d. per hour extra and shall be provided with gloves.
- (v) 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.
- (vi) Workers employed as rovers shall receive 6d. per hour.
- (vii) Workers employed as assistants to machine operators shall receive 3d. per hour.
- (viii) Workers in charge of grading of wallboard out of automatic dryer shall be paid 3d. per hour.
- (ix) Workers working at the feed-in section shall be paid an extra rate of 3d. per hour.
- (x) An orderman shall be paid 2d. per hour.
- (xi) 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 1d. per hour extra for each 5 ft or portion thereof.

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, and allowances.

(e) All waiting time beyond the prescribed time shall be paid for at overtime rates.

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 Saturday or 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.

Annual Holidays

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) 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, two hours' 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 the 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) All workers shall be paid 4s. per week as an overall and protective footwear allowance.

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

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, full equipped, shall be kept in a convenient and accessible position.

Meal Money

13. 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.

Right to Enter Upon Premises

14. (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

15. Any dispute in connection with any matter not provided for in this award shall be settled between two representatives of the company and an authorised official of the union together with one other representative of the workers concerned, 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

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.

Access to Award

18. A printed or typewritten copy of this award shall at all times be kept affixed by the employer in some conspicuous place in such a position as to be easily read by the workers.

Scope of Award

19. (a) This award shall apply only to the parties named herein.

(b) This award shall apply to the Canterbury Industrial District.

Term of Award

20. This award shall come into force on the day of the date hereof and 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 20th day of October 1961.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The matters referred to and settled by the Court related to shift work, wages (clause 4), annual holidays (clause 8), workers to be members of union (clause 16), and term of award.

With regard to the claim of the applicant employer that a clause providing for the working of shifts should be included in the award, a claim which was strenuously opposed by the union of workers, we have to point out that the term of the award has been fixed at a relatively short period at the suggestion of the applicant. The evidence before the Court did not satisfy us that during the currency of the award any real necessity for the working of shifts is likely to arise. It is true, that a provision for shift work appears in the New Zealand Wallboards Ltd., Auckland and Lower Hutt Employees Award (60 Book of Awards 2531), but it was proved that shifts have never been worked at the Lower Hutt factory, and while three shifts over the 24 hours have been worked at the Auckland factory, the Court was informed that quite recently these shifts had been reduced to two in number.

In all the circumstances the Court has decided that the time has not yet arrived when a shift work clause need be incorporated in the Canterbury award, which incidentally is the first award for the industry in that district.

A. TYNDALL, Judge.