

NORTHERN, WELLINGTON, NELSON, CANTERBURY, AND OTAGO AND
SOUTHLAND PAINT AND VARNISH WORKERS—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Wellington, Nelson, Canterbury, and Otago and Southland 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 Paint, Varnish and Allied Products Manufacturers Industrial Union of Employers, 219 Willis Street, Wellington.

(hereinafter called "the employers") and the undermentioned association and unions:

New Zealand Federated Paint and Varnish Manufacturing Employees Industrial Association of Workers, Trades Hall, Vivian Street, Wellington.

Auckland Paint and Varnish Manufacturers' Employees Industrial Union of Workers, 203 Pacific Buildings, Wellesley Street, Auckland.

Dunedin Paint and Varnish Manufacturing Employees Industrial Union of Workers, 183 Elgin Road, Mornington, Dunedin.

Wellington, Nelson and Canterbury Paint, Varnish, Lacquer, Printers' Ink, and Related Products Manufacturers Employees 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 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 27th day of February 1964 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 27th day of August 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to workers employed in the manufacture of paint, varnish, lacquer, adhesives, and related products, and in the manufacture of white lead, or as a varnish-maker or a varnish-maker's assistant, or as a paint-maker or as a paint-maker's assistant, or as a mixer and grinder, or as a colourman or a colourman's assistant, or as handler of raw material for manufacture, or as a filler, or as a labeller, wrapper, or packer; and in the Northern Industrial District, in the manufacture of printers' ink and crayons.

Interpretation

2. (a) This award shall apply to workers employed in mixing, grinding, filling, packing (except where such work is subject to any other award), and/or breaking up and shading paint, lacquer, distemper, and related products, and in the Northern Industrial District in the manufacture of printers' ink.

(b) Any worker who is substantially employed in tinting or shading paint and/or related products shall be deemed to be a shader.

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

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

(e) A varnish-cooker or gum-runner is a worker judged by the employer as competent to carry out the process of cooking varnish or running gum.

Hours of Work

3. (a) Forty hours shall constitute an ordinary week's work. The hours of work shall be eight in each day on five days of the week, Monday to Friday inclusive, to be worked continuously between the hours of 7.30 a.m. and 5 p.m.: Provided that by mutual consent the starting hour in any factory may be 7 a.m. At least three-quarters of an hour shall be allowed for a meal: Provided that by mutual consent between the employer and the worker this period may be reduced to half an hour.

(b) When shifts are worked outside the hours prescribed in subclause (a) of this clause, eight hours, including 20 minutes' crib time, shall constitute a shift, and 40 hours the week's work.

(c) Where shifts are worked the hours of such shifts shall be fixed by mutual agreement between the employer and the union concerned and shall not be worked for less than five consecutive nights.

(d) Workers engaged on night shift shall be paid 5s. per shift extra.

Wages

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

	Per Week		
	£	s.	d.
Leading hands	14	7	6
Shaders	13	16	8
Varnish-cookers and gum-runners and kettlemen	13	16	8
Caustic wash cleaners	13	12	6
Mixers, grinders, and dry-colour storemen	13	9	2
Fillers, varnish department assistants, and shaders' assistants	13	4	2
Packers (other than packers whose position of employment is subject to any other award)	12	19	2
Other workers	12	19	2

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

	Per Week		
	£	s.	d.
Under 17	5	16	8
17 to 18	7	2	6
18 to 19	8	7	6
19 to 20	9	13	4
20 to 21	10	14	2

Thereafter, at the appropriate adult rate.

(c) (i) Females may be employed on labelling, lidding, marking with synthetic colours and handling tins in connection with these operations.

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

	Per Week		
	£	s.	d.
Under 17	4	10	0
17 to 18	5	3	4
18 to 19	5	15	10
19 to 20	6	9	2
20 to 21	7	8	4

Thereafter, not less than £8 15s.

(d) If and when the union is unable to supply male labour, females may be employed to fill leadless products up to 1 gallon capacity and shall be paid £9 5s. per week. Workers employed on this work shall not be required to lift 1 gallon tins in excess of 16 lb or above shoulder height.

Overtime

5. (a) All work performed before the ordinary time of starting in the morning or after ceasing work in the evening shall be classified as overtime and shall be paid for at the rate of time and half for the first three hours and double time thereafter, except that in the case of Saturday the rate payable for work performed shall be 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 at least two hours: Provided that all work done up to and including half an hour shall be deemed half an hour for the purpose of computing overtime payable, and all work done for a period exceeding half an hour and up to one hour shall count as one hour in the computation of overtime.

(c) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that the workers have at least eight consecutive hours off duty between the work of successive days. A worker who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least eight consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of his employer, such a worker resumes or continues work without having had such eight consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period, and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence, but shall not be required to recommence work during such eight hours without his consent.

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

(e) All overtime shall be calculated on a daily basis.

Proportion

6. The proportion of youths to seniors in the dry-mixing, mixing, grinding, and varnish departments shall not exceed one youth to three seniors.

Weekly Employment

7. (a) The employment shall be deemed to be a 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 absence from work through no fault of the employer.

(b) Not less than one week's notice shall be given by either party of their termination of employment: Provided that nothing in this clause shall prevent an employer from summarily dismissing any worker for wilful misconduct in which circumstance all moneys due to the worker shall be paid immediately. Where the employment is terminated without the requisite notice, or without good cause, one week's wages (five working days) shall be paid or forfeited as the case may require.

Part-time Workers

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

(b) This provision shall not be used for the purpose of reducing the hours of work or the earnings of any worker.

Dangerous Work

9. 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 detrimental to the health of the workers, provide respirators or any other equipment deemed by the Department of Health to be efficient and issue appropriate instructions for the safe handling of such goods.

Payment of Wages

10. Wages, including overtime and holiday pay, shall be paid not later than Thursday and within working hours. In the event of a holiday falling on a Friday, wages shall be paid not later than the preceding Wednesday.

Holidays

11. (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 Saturday and Sunday, they shall be observed on the following Monday and Tuesday. When two successive holidays fall on a Sunday and Monday, they shall be observed on the relative Monday and following Tuesday.

(c) All workers covered by this award shall be allowed the above holidays at ordinary rates of pay. Workers required to work on the above holidays shall be paid double time rates in addition to the ordinary pay for all time worked.

(d) An annual holiday shall be allowed as provided in the Annual Holidays Act 1944.

(e) 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.

General Conditions

12. (a) 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.

Where the employer maintains a cafeteria at which the worker may purchase a meal of a standard agreed upon, the employer may provide a meal in lieu of the meal-money payment of 5s.

(b) Boiling water shall be supplied for meals.

(c) (i) All workers shall be paid boot or shoe allowances as follows: Males £4 per annum; females £3 per annum. Such payments shall be made in two equal instalments at six monthly intervals, the first payment to be made at the end of the first six months' employment. A worker, who has had not less than six months' continuous service with the same employer and who ceases employment during a six monthly period, shall be paid a boot or shoe allowance of 6s. 8d. per month for male workers or 5s. per month for female workers for each completed month of employment in that six monthly period.

In lieu of payment of boot or shoe allowances, the employer may, at his discretion, supply to the workers suitable safety footwear and keep same in good repair.

(ii) The above provisions shall not apply to workers employed at labelling in a separate labelling department.

(d) Gloves shall be provided where necessary.

(e) Boys under 17 years of age shall not lift more than 65 lb unassisted.

(f) The employer shall provide each worker with combination overalls whilst employed in the paint and varnish department, and any other covering necessary whilst engaged in dirty work. Employers shall be responsible for cleaning, maintenance, and reasonable repair of overalls. The employer shall provide each employee with a minimum of two suits of overalls during each year. Overalls shall be laundered before issue.

(g) One pint of milk a day shall be allowed to each worker engaged in mixing dry lead into paints.

(h) This award shall not operate so as to reduce the wage of any workers during their present employment.

(i) Unless otherwise arranged between the union and the employer, a minimum of 10 minutes both morning and afternoon shall be allowed for smoko without deduction of pay.

When overtime or shift work is worked a rest period of 10 minutes shall be allowed during each complete period of four hours.

(j) The interval between meals may be extended to four and a half hours, and by arrangement between the union and the employer that period may be further extended to five hours where workers have a smoko break.

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

(l) Suitable waterproof boots shall be supplied to workers required to work in wet places. Waterproof coats shall be made available for workers required to work outside in wet weather.

Accommodation

13. The employers shall supply suitable dining and lavatory accommodation as required by the Factories Act 1946, and its amendments, together with facilities for changing clothes and hot water for washing.

First Aid Kits

14. First aid outfits shall be provided in charge of a responsible person in all factories. The employer shall be responsible for keeping supplies of clean medical outfits.

Disputes

15. The essence of this award being that the work of the employers 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 in connection therewith and not 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 of appeal to the Court of Arbitration within 14 days after such decision has been made known to the party desirous of appealing.

Right of Entry

16. 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.

Unqualified Preference

17. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within fourteen days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Deduction of Union Fees

18. It shall be a condition of employment under this award that the employer shall, by agreement with the worker, deduct all union fees and remit them with the names and addresses of their employees to the union at intervals of not less than three months.

Under-rate Workers

19. (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.

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 Northern, Wellington, Nelson, Canterbury, and Otago and Southland 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 16th day of August 1962, 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 27th day of February 1964.

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 27th day of August 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 17 has therefore been incorporated in the award in the form in which it was agreed upon by the Council of Conciliation.

The rates of remuneration prescribed in the award are *not* to be increased by the application of the provisions of the Court's general order of 4 July 1962.

K. G. ARCHER, Judge.
