

NEW ZEALAND WALLBOARDS LIMITED, 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 (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 firm (hereinafter called "the employers"):

New Zealand Wallboards Limited, Opawa Road, Christchurch.

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 31st day of January 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 23rd day of August 1962.

[L.S.]

K. G. ARCHER, 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. 8d. per hour. After two weeks' employment a worker shall be deemed to be a weekly worker and shall be paid £13 6s. 8d. per week.

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

- (i) The production foreman shall receive 1s. 5d. per hour.
- (ii) Despatch foreman shall receive 11d. per hour.
- (iii) A worker employed as a "rover" whose duties shall be to relieve other workers as necessary during production shall be paid 10d. per hour.
- (iv) Workers employed as "stick men" shall receive 10d. per hour.
- (v) The machine charge hand shall receive 9d. per hour.
- (vi) The dryer charge hand shall receive 5d. per hour.
- (vii) The knife operator shall receive 5d. per hour.
- (viii) Workers employed emptying bags of plaster shall receive 5d. per hour.
- (ix) Workers employed as machine operators shall receive 4d. per hour.
- (x) An orderman shall receive 3d. per hour.
- (xi) Dryer hands 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 the first 5 ft or portion thereof and thereafter 2d. 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, fully 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. 3d. meal money unless he is 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.

Unqualified Preference

16. (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 seven 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.)

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, 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 27th day of July 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 31st day of January 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 23rd 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 16 has therefore been incorporated in the award in the form in which it was agreed upon in 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.

**NEW ZEALAND WALLBOARDS LTD., CHRISTCHURCH EMPLOYEES—
AMENDMENT OF 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 the New Zealand Wallboards Ltd., Christchurch Employees' Award, dated the 23rd day of August 1962, and recorded in 62 Book of Awards 1263.

TUESDAY, THE 17TH DAY OF DECEMBER 1963

UPON reading the application made by New Zealand Wallboards Ltd., for amendment of the New Zealand Wallboards Ltd., Christchurch Employees' Award, dated the 23rd day of August 1962: And upon being satisfied that all the original parties are desirous that the award should be reviewed by it, the court, in pursuance

and exercise of the powers vested in it by section 162 (1) (b) of the Industrial Conciliation and Arbitration Act 1954, and with the consent of the said original parties, doth hereby order as follows:

1. That the said award shall be amended in the manner following:

(1) By deleting subclause (a) of clause 4 (Wages) and substituting the following subclause:

“(a) The minimum rate for all workers covered by this award shall be 6s. 11d. per hour. After two weeks’ employment, a worker shall be deemed to be a weekly worker and shall be paid £13 16s. 8d. per week.”

(2) By deleting paragraph (v) of subclause (b) of clause 4 (Wages) and substituting the following paragraph:

“(v) The machine charge hand shall receive 11d. per hour.”

(3) By deleting paragraph (xi) of subclause (b) of clause 4 (Wages) and substituting the following paragraph:

“(xi) Dryer hands when unloading the dryer manually shall, when production exceeds 40 ft per min. of 4 ft sizes or 50 ft per min. of 3 ft sizes, be paid 1d. per hour extra for the first 5 ft or portion thereof and thereafter 2d. per hour extra for each 5 ft or portion thereof.”

(4) By deleting subclause (d) of clause 10 (General Conditions) and substituting the following subclause:

“(d) Workers shall be paid 4s. per week as an overall and protective footwear allowance except where workers are handling bagged plaster when the payment shall be 4s. 6d. per week.”

(5) By deleting the figures and words “31st day of January 1964” where they appear in the enacting sheet and in clause 20 (Term of Award) and substituting in each case the figures and words “31st day of December 1964”.

2. That this order shall be deemed to have come into force on the 2nd day of October 1963.

[L.S.]

A. TYNDALL, Judge.