

NORTHERN, WELLINGTON, AND CANTERBURY DENTAL TECHNICIANS AND
DENTAL ASSISTANTS—AWARD

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

In the Court of Arbitration of New Zealand, Northern, 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 New Zealand Federated Dental Technicians and Assistants Industrial Association of Workers (hereinafter called “the union”) and the under-mentioned union, boards, persons, firms, and companies (hereinafter called “the employers”):

New Zealand Dental Employers Industrial Union of Employers (G. A. Turner, Secretary),
8 The Terrace, Wellington.

NORTHERN INDUSTRIAL DISTRICT

Arkinstal, B. W., Heald's Buildings, Papatoetoe.
Auckland Hospital Board, Kitchener Street, Auckland.
Bartlett, S. Z., Handisides Building, Otahuhu.
Boyd, W. F., Theatre Building, Paeroa.
Brook, C. S., Te Kuiti.
Davies, J. C. W., 192 Victoria Street, Hamilton.
De Berry, A., Vulcan Buildings, Vulcan Lane, Auckland.
Dixon, N. F., Security Building, Te Awamutu.
Geddes Dental Renovations, 492 Upper Queen Street, Auckland.
Grayson, J. A., Coronation Buildings, Newmarket, Auckland.
Hodgson, D. W., Waiuku.
Hooton and Aitken, Dargaville.
Horne, E. H., Thames Street, Morrinsville.
Irwin, W. L., Gladstone Road, Gisborne.
Liggins, C. D. and J. M., Coates Avenue, Auckland.
Littler, A. I., and Gallagher, K. A., Edean's Buildings, Auckland.
Mangos, J. F., Lister Buildings, Victoria Street, Auckland.
McNickle, G. C., Box 69, Kaikohe.
Neville, J. H., 61 The Strand, Tauranga.
Otley, J., Box 81, Whakatane.
Prosthetic Processes Ltd., Professional Chambers, Auckland.
Redman, T., jun., Mt. Maunganui, via Tauranga.
Tonkin, R., Lister Buildings, Victoria Street, Auckland.
Walker, Howey, Ltd., 209 Queen Street, Auckland.
Walker, J. L. P., Kawerau.
Ward, D., Thompson's Buildings, Ward Street, Hamilton.

WELLINGTON INDUSTRIAL DISTRICT

Dickens, A., and Rout, O. E. L., Masonic Chambers, 38 The Terrace, Wellington.
Irwin, N. M., Queen Street, Masterton.
Jacobs, F. J., Commercial Bank Buildings, 115 Victoria Avenue, Wanganui.
Prosthetic Processes Ltd., Hannah's Buildings, Lambton Quay, Wellington.
Ronberg, D. P., Emerson Street, Napier.
Remington Dental Laboratories Ltd., 322 Lambton Quay, Wellington.
Small, C. A., 24 Coleman Place, Palmerston North.
Struthers, W. H., 262 Lambton Quay, Wellington.
Wellington Hospital Board (Mr J. North, Superintendent in Chief), Riddiford Street,
Wellington.
Whyte, Fitzgerald, Wilson, 201 King Street, Hastings.

CANTERBURY INDUSTRIAL DISTRICT

Anderson, K. L., 75 Burnett Street, Ashburton.
Bell, R. R., “Harley”, 137 Cambridge Terrace, Christchurch.
Brebner, F. R., 77 Hereford Street, Christchurch.
Forbes, J. P., corner of Montreal and Victoria Streets, Christchurch.
Halliwell, S., 220 High Street, Christchurch.
Harris Associates, P. Z., 112A Cashel Street, Christchurch.
Mathewson, N. E., 107 Cashel Street, Christchurch.
McBrearty, J. N., High Street, Rangiora.
North Canterbury Hospital Board, Christchurch.
Parr, M., 53 Cathedral Square, Christchurch.
Pickerill, E. P., Oxford Buildings, George Street, Timaru.
Precision Dental Corporation Ltd., 305 Manchester Street, Christchurch.
Sawera, J. W., Tekapo Buildings, Stafford Street, Timaru.
Williamson, G., 96 Oxford Terrace, 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, and 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 14th day of May 1965 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 June 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the dental industry and to the workers employed therein.

PART I

This part of this award shall apply to mechanical dentistry.

Wages

2. (a) The following shall be the minimum rates of wages for the respective classes of workers:

	Per Week		
	£	s.	d.
Dental technicians	15	12	6
Dental metal process workers (as defined below)	13	10	0

A "dental metal process worker" is a worker who is employed solely on non-precious metal alloys.

(b) Female technicians who have not served an apprenticeship of five years or who have not been employed substantially as a "dental technician" for a period of six years may be employed at two-thirds of the rate prescribed for technicians.

(c) Female technicians who have not served an apprenticeship shall, after six years' employment as a technician, be paid not less than £13 10s. per week.

(d) Female metal process workers shall be paid not less than the following rates of pay:

	Per Week		
	£	s.	d.
First year of employment	8	10	0
Second year of employment	9	7	6
Third year of employment	10	11	8
Fourth year of employment	11	15	0
Fifth year of employment	12	18	4
Thereafter	13	10	0

Uniforms

3. The employer shall supply to the workers coats or other reasonable protective clothing which shall be laundered by the employer.

PART II

This part of this award shall apply to female dental receptionists, attendants, and assistants.

Wages

4. (a) The following shall be the minimum rates of wages:	Per Week		
	£	s.	d.
16 years of age and under	4	13	4
Between 16½ and 17 years	5	2	6
Between 17 and 17½ years	5	10	0
Between 17½ and 18 years	5	18	4
Between 18 and 18½ years	6	6	8
Between 18½ and 19 years	6	15	0
Between 19 and 19½ years	7	2	6
Between 19½ and 20 years	7	10	0
Between 20 and 21 years	7	18	4
21 years and over	8	16	8

After completion of three years of service the worker shall then be classed as a senior, and shall be paid not less than £8 16s. 8d. per week. A worker commencing under the age of 16 years shall be paid in accordance with the wage scale as if she had commenced employment at the age of 16 years.

(b) The worker responsible for posting from the day-book to the ledger, making up of accounts, and/or employed up to one and a half hours per day in the workroom at polishing and plaster work, other than investing, shall be paid not less than 10s. 9d. per week extra.

(c) Female workers shall not be required to do charring or major laundry work in connection with their employment under this award.

(d) Part-time workers shall not be required to work more than 25 hours per week and shall be paid *pro rata* for the time actually worked in each week at the appropriate minimum weekly rate prescribed by this award plus an additional 15 per cent.

Uniforms

5. (a) Uniforms shall be supplied to all females employed under this part of this award, or in lieu thereof an allowance of £2 14s. for each uniform required shall be paid to the respective worker.

(b) The uniforms shall be laundered at the expense of the employer.

(c) When white shoes and/or white stockings are required by the employer to be worn by a worker, they shall be supplied by the employer.

PART III

This part of this award shall apply to all workers.

Hours of Work

6. (a) The ordinary hours of work shall not exceed eight per day and 40 per week to be worked in the case of workers engaged under Part I of this award, between the hours of 8 a.m. and 5.30 p.m. on five days of the week, Monday to Friday, both days inclusive, and in the case of workers engaged under Part II of this award as follows:

Set I: Between the hours of 8 a.m. and 5.30 p.m. on five days of the week, Monday to Friday, both days inclusive.

Set II: Between the hours of 8.30 a.m. and 6 p.m. on five days of the week, Monday to Friday, both days inclusive.

(b) The ordinary daily hours for all workers engaged under this award shall be continuous from the time of commencement, with an interval of one hour for lunch, to be allowed between 12 noon and 2 p.m.

(c) For the purpose of calculating the hours of work, each of the holidays hereinafter mentioned shall be deemed to be a day worked for the number of hours usually worked on that day of the week, although no work shall have been actually done on such holidays.

General Provisions

7. (a) No worker shall have his or her wages reduced by reason of the coming into operation of this award.

(b) Subject to the provisions of clause 13 (Sickness) hereof, no deduction shall be made from the wages of workers employed under this award, except for time lost through default, sickness, or accident of the worker.

Casual Workers

8. Workers employed for less than five consecutive days in any one week or as permanent part-time workers shall be deemed to be casual workers and shall be paid 25 per cent additional to the rates prescribed in clauses 2 and 4 hereof. Casual workers shall receive a minimum payment of three hours' wages for any day.

Overtime

9. (a) For all work performed outside or in excess of the hours prescribed in clause 6 hereof the following rates shall apply: time and a half for the first three hours, and thereafter double time.

(b) Irrespective of the provisions of subclause (a) of this clause limiting the overtime rates at time and a half rates for the first three hours, three hours may be worked on Saturday mornings before 12 noon, and such time so worked shall be paid for at time and a half rates.

(c) For all work performed after 12 noon on Saturday, double time rates shall be paid.

(d) Workers employed for less than half an hour shall receive half an hour's pay.

(e) Workers employed for less than an hour and more than half an hour shall receive one hour's pay.

Meal Money

10. Employers shall allow meal money at the rate of 5s. 3d. per meal when workers are called upon to work overtime for one hour or later after their usual daily time of ceasing work.

Holidays

11. (a) The following shall be allowed as holidays with payment at ordinary rates of pay: New Year's Day and the day following, Good Friday, Easter Saturday, Easter Monday, Labour Day, Christmas Day, Boxing Day, Anzac Day, the birthday of the reigning Sovereign, and Anniversary Day or one other day in lieu thereof to be agreed upon between the employer and the secretary of the union.

(b) Should any of the above holidays, other than Easter Saturday and Anzac Day, fall on a Saturday or Sunday, then for the purpose of this award such holidays shall be observed on the following Monday. Should the said Monday be a holiday under this award, then such holiday shall be observed on the following Tuesday.

(c) Any work done on a Sunday or on any of the holidays above mentioned or on holidays observed in lieu thereof shall be paid for at double time rates. The said payment shall be in addition to the ordinary weekly wage.

(d) Annual holidays shall be allowed in accordance with the Annual Holidays Act 1944. Notwithstanding the foregoing, a worker on completion of the tenth year of continuous service with the same employer shall be granted an annual holiday of three weeks, and in respect of each subsequent year of continuous service with the same employer he shall likewise be granted an annual holiday of three weeks.

(e) Unless the holiday period is fixed by mutual arrangement, workers shall receive at least one month's notice before leave has to be taken.

(f) Holiday pay shall be paid to employees prior to commencing their holiday period.

Payment of Wages

12. (a) All wages, including overtime, shall be paid weekly before the ordinary time of ceasing work on any day of the week, not later than Thursday.

(b) Should a holiday fall on a regular pay day, wages shall be paid on the working day preceding the holiday.

(c) At the termination of a worker's employment all wages and other payments including proportionate holiday pay shall be computed and paid immediately. Waiting time shall be paid for at ordinary rates except when the employment is terminated by a worker without the requisite notice, when such payments shall be made not later than on the next working day.

(d) When being paid, each worker shall be supplied with a statement showing details of the computation of his wages, overtime, holiday pay, and any other special payments and also details of any deductions so that the nett amount being paid to him can be reconciled with his gross earnings.

Sickness

13. Time, up to two weeks in any one year, lost by female workers through sickness shall be paid for, and the worker shall, if required to do so, provide a doctor's certificate.

Term of Engagement

14. The engagement shall be weekly, and one week's notice of termination of employment shall be allowed and given on either side.

Distant Engagement

15. (a) When an employer personally or by his agent engages a worker to proceed to employment at a place other than the town or locality in which the worker is engaged, the employer shall pay reasonable travelling expenses incurred by such worker journeying to the employment.

(b) If the employer should engage a worker in pursuance of subclause (a) of this clause and the employer for some reason not connected with the conduct of

the worker shall prevent the worker from commencing work, the employer shall pay the worker travelling expenses incurred by the worker in journeying to and from the town or locality of engagement, together with one week's pay.

(c) "Travelling expenses" shall mean such rail fares, boat fares, or motor fares, and cost of meals and accommodation as are reasonably necessary.

Right of Entry Upon Premises

16. The secretary or any other authorised representative 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, or to collect union fees during working hours, but not so as to interfere unreasonably with the employer's business.

Rest Period

17. Each worker shall be allowed a 10-minute break each morning and afternoon without deduction of pay.

Time and Wages Book

18. Every employer bound by this award shall keep a time and wages book in which shall be correctly recorded—

- (a) The name and age of the worker employed;
- (b) The kind of work on which he or she is employed;
- (c) The ordinary hours and overtime hours worked each day; and
- (d) The wages paid each week, and the date thereof.

Reference

19. (a) Each worker on leaving or being discharged from his or her employment shall, on request, be given within 48 hours thereafter a reference in writing stating the position held and the length of service.

(b) Original references shall be the property of the applicant and shall be returned within 48 hours after engagement or rejection of the application.

Disputes

20. 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 dealt with in this award, every such dispute or difference shall be referred to a committee to be 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 within 14 days after such decision has been made known to the party desirous of appealing.

Unqualified Preference

21. (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 14 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

22. (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

23. 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

24. This award shall operate throughout the Northern, Wellington, and Canterbury Industrial Districts.

Term of Award

25. 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 pay period in each establishment commencing on or after the 20th day of May

1963, 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 14th day of May 1965.

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 June 1963.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 21 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
