

NEW ZEALAND WALLBOARDS LTD. EMPLOYEES—INDUSTRIAL AGREEMENT*[Filed in the Office of the Clerk of Awards, Wellington]*

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 15th day of April 1965, between the New Zealand Carpenters, Joiners, Joiners' Machinists and (except Otago and Southland) Plasterers and (except Auckland) Bricklayers and Related Trades Industrial Union of Workers (hereinafter referred to as "the Union") and New Zealand Wallboards Ltd. (hereinafter referred to as "the employer") witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:

That as between the parties hereto, the terms, conditions and provisions herein contained shall be binding on the said parties, and the said terms, conditions and provisions shall be deemed to form part of this agreement; and further, the said parties shall respectively do, observe and perform every matter and thing by this agreement 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 agreement.

Clause 1. Industry to Which Agreement Applies

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

Clause 2. Hours of Work

(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.

Clause 3. Shift Work

(a) Shifts may be worked outside of the hours prescribed in clause 2. The ordinary hours of work shall not exceed five 8 hour shifts to be worked from Monday to Friday, both days inclusive. During each shift a worker shall be allowed half an hour meal time without deduction of pay, but there shall be no complete cessation of work.

(b) For the purpose of this clause "shift work" shall mean work which is carried out by two or more successive relays or spells of workers, each relay performing substantially the same duties as the outgoing shift.

(c) Work done on Saturday morning shall not count as a shift.

(d) Where practicable, shifts shall rotate weekly.

(e) Workers employed on shifts shall be paid at the rate of 5s. 6d. per shift in addition to their ordinary rate of pay.

(f) In the case of shift workers, time worked in excess of eight hours a shift 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: Provided that a shift worker who is required to continue working a second complete shift after completing his normal shift shall be paid double rates for all time worked on the second shift.

(g) The foregoing provisions regarding shift work shall apply only to workers employed by New Zealand Wallboards Ltd. at their factories in Auckland and Lower Hutt.

Clause 4. Overtime

(a) All time worked outside of or in excess of the daily hours fixed in clause 2 of this agreement, 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, other than shift workers, between the hours of 10 p.m. and 6 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) Every worker required to work overtime after 6 p.m. or after 1 p.m. on Saturday shall be paid 5s. 7d. meal money unless he is notified on the previous day of the intention to work overtime.

(c) Workers shall work during the regular meal times if required to do so by the employer, and, except in the case of shift workers, 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 ordered out to work on any Saturday, Sunday, or on any holiday provided for in this agreement shall receive not less than four hours' pay at the appropriate rates.

Clause 5. Wages

(a) The minimum rate for all workers covered by this agreement shall be 7s. 7d. per hour. After two weeks' employment a worker shall be deemed to be a weekly worker and shall be paid £15 3s. 4d. 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. 5½d. per hour.

(ii) Despatch foreman shall receive 11½d. per hour.

(iii) A worker employed as a "rover" whose duties shall be to relieve other workers as necessary during production shall be paid 10½d. per hour.

(iv) Workers employed as "stick men" shall receive 10½d. per hour.

(v) The machine charge hand shall receive 11½d. per hour.

(vi) Workers employed at the pumice pit in Wellington shall receive 5½d. per hour.

(vii) The dryer charge hand shall receive 5½d. per hour.

(viii) The knife operator shall receive 5½d. per hour.

(ix) Workers employed emptying bags of plaster shall receive 5½d. per hour.

(x) Workers employed as machine operators shall receive 4½d. per hour.

(xi) An orderman shall receive 3½d. per hour.

(xii) 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 1½d. per hour extra for the first 5 ft or portion thereof and thereafter 2½d. per hour extra for each 5 ft or portion thereof.

Clause 6. Deduction From Wages

No deduction shall be made from the weekly wages herein prescribed except for time lost through the worker's sickness, accident, or default.

Clause 7. Payment of Wages

(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 10 of the agreement, 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, and net amount.

Clause 8. Holidays

(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 agreement 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 agreement 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 Inspectors 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.

(e) Any work done on any of the above holidays, or on Sundays, shall be paid for at double time rates.

Clause 9. Annual Holidays

(a) The provisions of the Annual Holidays Act 1944 shall be deemed to be incorporated in this agreement and shall have effect according to their tenor.

(b) (i) In addition to the holiday to which he is entitled under subclause (a) of this clause a worker who has worked on shift work for a complete year shall be allowed an additional week's holiday on the same terms as to payment as are provided for in the Annual Holidays Act 1944.

(ii) In addition to the holiday to which he is entitled under subclause (a) of this clause, a worker who has not worked on shift work during the whole year but for a proportion of the year only, shall be allowed such proportionate part of such additional week's holiday as is commensurate with the time he has worked as a shift worker.

(c) 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.

Clause 10. Termination of Employment

In the event of the termination of employment of any worker coming within the scope of this agreement, 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.

Clause 11. General Conditions

(a) A suitable drink, such as barley-water, to be mutually agreed upon between the workers and 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) Workers shall be paid 4s. 3d. per week as an overall and protective footwear allowance except where workers are handling bagged plaster when the payment shall be 4s. 9d. per week.

(e) Oilskins, sou'westers and gumboots shall be supplied to pumice pit operators and to workers engaged in loading into or out of the factory.

(f) When conditions justify it at the Wellington factory despatch workers shall be issued with oilskins, a pair of sea boots and goggles and the worker shall be responsible for them as they are issued.

Clause 12. Sanitary Accommodation

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.

Clause 13. Accidents

A modern first aid emergency case fully equipped, shall be kept in a convenient and accessible position.

Clause 14. Access to Work

(a) Every employer bound by this agreement 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 agreement in their employ.

Clause 15. Disputes

Any dispute in connection with any matter not provided for in this agreement 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.

Clause 16. Unqualified Preference

(a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement, shall, if he is not already a member of a union of workers bound by this agreement, 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 agreement so long as he continues in any position or employment subject to this agreement.

(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 agreement.

(d) Every employer bound by this agreement commits a breach of this agreement 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 agreement.

(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.)

Clause 17. Under-rate Workers

(a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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.

Clause 18. Scope of Agreement

This agreement shall apply only to the parties named herein.

Clause 19. Term of Agreement

This agreement, in so far as the provisions relating to the rates of wage to be paid are concerned, shall be deemed to have come into force on the 17th day of February, 1965, and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 15th day of October 1966.

Dated the 15th day of April 1965.

Signed on behalf of the New Zealand Carpenters, Joiners, Joiners' Machinists, and (except Otago and Southland) Plasterers, and (except Auckland) Bricklayers, and Related Trades Industrial Union of Workers.

W. F. MOLINEAX, National Secretary.

Witness—L. Barnes.

Signed on behalf of New Zealand Wallboards Ltd.

OWEN K. WINSTONE, Director.

Witness—C. L. K. Gillam.
