## WELLINGTON INDUSTRIAL DISTRICT WALLPAPER MANUFACTURING EMPLOYEES-AWARD

In the Court of Arbitration of New Zealand, Wellington Industrial District-In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the undermentioned companies (hereinafter called "the employers"):

Ashley Wallpapers Ltd., Mohuia Crescent, Porirua.
New Zealand Wallpapers Manufacturers Ltd., Tiro Tiro Road, Levin.
and the undermentioned union (hereinafter called "the union"):
New Zealand Printing and Related Trades Industrial Union of Workers, 7 Trades Hall, Wellington.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the abovementioned 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 21st day of June 1966 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 21st day of June 1965 .
A. P. Blair, Judge.

## Schedule

## Industry to Which Award Applies

1. This award shall apply to the wallpaper manufacturing industry and to workers employed in the manufacture of wallpaper and related products by machine or by hand, but nothing in this award shall apply to supervisors.

## Hours of Work

2. (a) Forty hours shall constitute an ordinary week's work of which not more than eight hours may be worked on each day from Monday to Friday inclusive and between the hours of $7 \mathrm{a} . \mathrm{m}$. and 6 p.m.
(b) No worker shall be employed for more than four hours and one half continuously without an interval of not less than 30 minutes nor more than one hour for a meal. The provision of this clause may be modified to not more than five hours by arrangement between the employer and the workers concerned or their accredited representative, provided the employer allows a rest interval of not less than 10 minutes in every working period of not more than three hours.
(c) Each employer may from time to time, for each department of his business, fix the ordinary times for starting and stopping work according to the requirements of his business: Provided that no worker shall be required to work for more than eight hours (excluding mealtimes) in any one day without payment of overtime. A week's notice shall be given of any alteration in the time so fixed.
(d) The employer shall publish on a notice board in the factory any variation of ordinary hours in accordance with the previous subclause.

## Shifts

3. (a) Notwithstanding the provisions of clause 2 of this award, shifts may be worked as required by the employer and, so far as is possible, be arranged in accordance with the wishes of the workers concerned. The ordinary hours of work of a shift worker shall not exceed five consecutive eight-hour shifts, to be worked between the hours of midnight Sunday/Monday and midnight Friday/Saturday.
(b) A shift worker is a worker whose ordinary working hours fall wholly or partly outside the hours prescribed in subclause (a) of clause 2 of this award.

Work shall not be deemed to be shift work unless shifts are worked on not less than five consecutive working days.

If shifts are worked for less than five consecutive working days outside of the hours prescribed in subclause (a) of clause 2 of this award, appropriate overtime rates shall be paid for the time so worked.
(c) Shift workers shall be paid an allowance of 5 s . 6 d . per shift for each ordinary shift worked wholly or partly outside of the daily hours prescribed in subclause (a) of clause 2 of this award.
(d) Not more than eight hours a shift (inclusive of 30 minutes' crib time) nor more than five shifts in any week may be worked without payment of overtime. If more than eight hours are worked on any shift the excess hours shall be paid at the rate of time and a half for the first three hours and double time thereafter.
(e) Where a shift worker is called upon to work two shifts separated by a break of less than eight hours he shali be paid at overtime rates for the shift outside of his normal roster.
(f) Where a worker commences a working week on any one of the usual starting times and is switched to another shift, then he shall be paid at overtime rates for the first shift of eight hours thereafter.
(g) Where two or more shifts are worked daily, unless otherwise agreed between the particular employer and his workers, men employed on shifts shall change shifts weekly.

## Overtime

4. (a) Except for shift work all time worked outside of or in excess of the ordinary hours specified in clause 2 of this award shall be counted as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Overtime shall be calculated on a daily basis.
(b) Overtime on a Saturday shall be paid for at the rate of time and a half for the first three hours, at double rates for the next five hours, and at treble rates thereafter: Provided that if the overtime before noon is less than three hours, any overtime after noon shall be paid for at double rates for the first five hours and at treble rates thereafter.

Overtime on a Sunday shall be paid for at double rates for the first eight hours and at treble rates thereafter.
(c) A continuous period of overtime started before midnight and finished after midnight shall be reckoned as overtime during the day in which it was started.
(d) A worker who has worked overtime on any day and is required to return to work at ordinary rates next day shall either be allowed an interval after finishing the overtime of not less than eight consecutive hours off duty without loss of pay for ordinary working time occurring during such interval, or shall be paid double rates for any time worked, until such time as a break of eight hours is provided.
(e) Any worker, who, having left his place of employment on completion of his day's work, is, without previous notice having been given, recalled to work, shall receive 7 s . 6 d . "call-money", in addition to the appropriate overtime payment. Meal money shall not be paid.
(f) No worker shall be required to work overtime on the night of any annual general or special meeting of the union, seven day's notice of the time and the date of such meeting to be given to the employer by the workers' representative in each establishment.

## Wages

5. (a) The following shall be the minimum rates of wages payable to adult male workers:

(b) Engagement shall be on an hourly basis but after two months' continuous service with the same employer a worker shall be deemed to be a weekly worker.

## Definitions

6. For the purpose of this award the following definitions shall apply:

Supervisor-A person who supervises the activity of factory workers and who is not required to use tools of trade or operate machines.

12-colour Printer-A skilled journeyman able to take full charge of a 12-colour surface machine and associated equipment. Able to make ready for printing to a first class standard for all effects produced on such a machine and then to print to an acceptable quality. To head up the machine crew and be responsible for general operator maintenance of the production unit.

8 -colour Printer-A skilled journeyman able to take full charge of an 8 -colour surface machine and associated equipment. Able to make ready for printing to a first class standard for all effects produced on such machine and then to print to an acceptable quality. To head up the machine crew and be responsible for general operator maintenance of the production unit.

Grade 1 Colour Mixer-A skilled journeyman able to mix correct quantities from raw colour in water or spirit solvent as required and to match exactly matchpieces, artists colour key, etc. Also possessing the ability to correct the balance of colour mix to ensure durability, etc., and to pass printed colour to a satisfactory standard in all respects. Also to have good knowledge of practical colour technology.

Grade 2 Colour Mixer-A skilled journeyman able to mix correct quantities from raw colour in water or spirit solvent, but requiring some supervision when a colour is to be passed as satisfactory and having some knowledge of practical colour technology. A grade 2 colour mixer may be promoted to grade 1 strictly on merit.

Grade 3 Colour Mixer-A worker able to mix colour only in water or in spirit solvent and requiring supervision when a colour is to be passed as satisfactory. A grade 3 colour mixer shall be promoted to grade 2 after a maximum period of 12 months in grade 3.

4 or 6 -colour Duplex Printer including Tipping and Varnishing-A skilled journeyman able to take full charge of an Heidermann type oil printing machine, together with associated duplexing and other equipment. Able to make ready for printing to a first-class standard for all effects produced on such a machine and then to print to an accepted quality. To head up machine crew and be responsible for general operator maintenance of the production unit.

2 or 4-colour Duplex Printer without Tipping and Varnishing-Generally as 6colour printer, but engaged only on less complex work up to four oil colours without tipping and varnishing.

Roller Maker-A skilled journeyman competent in all branches of manufacture of traditional surface printing rollers from receipt of design from studio to try-out on the printing machine. Also competent to modify, repair or recondition existing rollers as required.

Duplex Embosser and Printer-A worker able to set up and operate a single colour duplex embossing machine equipped to make this product only.

Simplex Embosser-An operator to have charge and be able to set up a plain embossing machine and then to produce to a satisfactory standard of quality.

Simplex Embosser and Printer - on Oil Printing/Embossing-An operator to have charge and be able to set up machine and oil print to a satisfactory standard of quality.

Grounding Operator--To have complete charge of the machine unit which may be of air knife or roller coating types and be able to set it up, and produce grounds and super-coatings as required to a satisfactory standard of quality.

White Maker-An operator fully competent to mix base colour and other necessary materials in bulk to stated formulations and procedures for subsequent use in wallpaper manufacture, using necessary power operated mixers as required.

Guillotine Hand-An operator competent to set up and operate a power guillotine in the pattern room and bindery engaged in work of such department.

Backtenter-An operator competent to act as assistant to a printer.
Reeler-An operator attending paper reeling stands and adjoining equipment.

Roller Router or Turner-An operator whose duties are to remove excess wood or similar material from printing rollers, during course of manufacture.

Checker or Shader-An operator who examines finished or part finished wallpaper for defects of colour, etc., matching shades as required.

Order Compiler-An operator whose function is to fill orders from stock, selecting to satisfy the necessary requirement as to shades, quantity, etc.

Pattern Room Hand-An operator having general duties in the pattern room and bindery and can be engaged on any work in those departments, mounting, collating, nailing, binding, etc.

Winders-An operator engaged on a machine cutting off wallpaper to sale length from reel and segregating faulty goods.

Maker $U p$-An operator engaged in making up short lengths of wallpaper with similar material to saleable length in accordance with trade custom.

Labourer (General Duties)-An unskilled operator not engaged in any duty specified above, but employed on general cleaning, stock movement, colour washup and similar duties.

Day-Means the period of 24 hours from midnight to midnight.

## Youths

7. (a) Youths under 21 years of age may be employed on line attending, making up, assisting in pattern room, stamping, winding, cartoning, reeling, roller routing, general cleaning, stock moving, colour wash-up and similar unskilled duties.
(b) The minimum weekly rates of wages payable to youths shall be as follows:


Thereafter, not less than the appropriate adult rate according to the class of work he is called on to perform.

Any youth with four years' experience shall be paid the adult rate.
(c) The number of youths shall not exceed one to three or fraction of three adult workers covered by this award.
(d) This award shall not operate so as to reduce the wages of any worker during his present employment

## Female Section

8. (a) Women may be employed during the hours prescribed by the Factories Act 1946 at the same rates of pay and conditions of work as men, unless otherwise specified in this award.

Female workers may be employed on the following work or operations: checking, emboss-tenting, making up, packing, parcelling, pattern room working, roller routing, shading, stock keeping, stamping, winding, wrapping and any other work which customarily is part of the completion of goods for sale.
(b) Female workers shall be paid not less than the following minimum rates of wages:

|  |  |  | Per Week |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Under 18 | $\cdots$ | $\cdots$ |  | 10 | ${ }_{0}^{\text {d. }}$ |
| 18 to 19 years of age ..... | ...... | $\ldots$ | 7 | 0 | 0 |
| 19 to 20 years of age ...... | ...... | ...... |  | 15 | 0 |
| 20 to 21 years of age ...... | $\cdots$ | $\cdots$ | 9 | 0 | 0 |
| 21 years of age or over |  |  | 10 | 0 |  |

(c) Any junior female with four years' experience shall be paid the adult rate.
(d) No worker shall have her wages reduced by virtue of the coming into operation of this award.
(e) Any female worker 18 years of age or over who is unable to accept full time employment may enter into an agreement with an employer to be employed for a specified number of hours weekly at a weekly wage pro rata to the award rate for the number of hours for which she is engaged. The corresponding hourly rate shall be paid for any time worked in excess of the specified weekly hours, provided that any time worked in excess of eight hours during any day or in excess of 40 hours during any week or during any period in which full-time female workers are employed at overtime rates shall be paid for at overtime rates.

Annual holiday pay shall be at the rate of the agreed weekly wage and ordinary wages payable in respect of any holiday shall be one-fifth of the agreed weekly wage. The written consent of the union to each agreement shall be obtained by the employer within the first week of employment, which consent shall not be unreasonably withheld.

## Holidays

9. (a) The provisions of the Annual Holidays Act 1944, and its amendments, shall apply to all workers employed under this award. 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 such period, provided it does not exceed the period of the annual holiday prescribed by this award including any special or other holidays that may be added to the annual holiday, 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 purpose of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.
(b) The provisions of the Factories Act 1946 and the Public Holidays Act 1955 with regard to holidays, payment for holidays, and payment for work done on Sundays and holidays, shall apply to all workers employed under this award. The holidays to be allowed under this clause are Christmas Day, Boxing Day, New Year's Day, 2 January or a day in lieu thereof, Good Friday, Easter Monday, Anzac Day, Labour Day, Anniversary Day, and the birthday of the reigning Sovereign. For time worked on any of those holidays payment shall be made, in addition to ordinary wages, at double rates for the first eight hours and at treble rates thereafter.
(c) Any worker who has been continuously employed by the same employer shall at the end of the tenth year and of each subsequent year of continuous employment with that employer be entitled to three weeks' annual holiday on ordinary pay in lieu of two weeks. Shift workers regularly and continuously employed on afternoon or night shifts or on rotating shifts shall be allowed three weeks' annual holiday upon the completion of each year of service. The third week's holiday may be allowed either in conjunction with or separately from the first two, as the employer may decide.

## Protective Clothing

10. (a) Two sets of overalls per annum shall be supplied to all workers subject to this award except that no employer shall be obliged to supply new overalls to a worker until he has been employed for three months. "Overalls" shall mean dust coats, smocks, bib overalls, boiler suits or aprons customarily worn in the department.
(b) Workers required to work in washrooms or in water and those who wash off machines shall be supplied with rubber aprons and gum boots.
(c) Colour mixers and white makers shall be supplied with boots or alternatively shall be paid a boot allowance of $£ 45$ s. per annum to be paid in two equal instalments at six-monthly intervals; the first payment to be made at the end of the first six months' employment.

## Payment of Wages

11. (a) All wages, including overtime, shall be paid weekly not later than Thursday and during working hours. Not more than two days' pay shall be kept in hand.
(b) In any week when a holiday occurs wages shall be paid at least one clear day before the last normal shopping day of the week.
(c) Subject to the provisions of the Workers Compensation Act and to the provisions of subclause (a) of clause 9 of this award, no deduction shall be made from the weekly wage fixed by this award except for time lost through the worker's sickness or default or through accident to the worker not arising out of and in the course of the employment.
(d) Holiday pay shall be paid before the day on which the worker begins his annual holiday.
(e) In the event of a worker being discharged he shall be paid the wages due to him, calculated to the time of his departure from the factory, the same day during working hours.
(f) Workers shall be supplied in writing with details of the manner in which their wages have been calculated.

## General Conditions

12. (a) Any worker whether a shift worker or on regular daily hours who is required to work overtime exceeding one hour before or after his ordinary hours on any day shall be paid meal money. If a worker is required to work more than four consecutive hours' overtime, meal money shall be paid every four hours that overtime continues; provided that the worker is required to continue working after the meal interval. When a worker has been notified that he will be required to work overtime and the notice is subsequently withdrawn he shall be paid meal money, but this provision shall not apply in any case where the notice has been withdrawn on the previous day or earlier. The amount payable as meal money shall be 5 s .7 d . Where the employer maintains a canteen at which workers may purchase meals of a standard determined by agreement between the employer and the workers, the employer may provide a meal in lieu of meal money.
(b) The employer shall provide suitable dining, toilet and washing facilities as required by the Factories Act 1946, together with facilities for changing clothes, storage of clothes, and boiling water for meals. It shall be the duty of the employer to provide individual lockers wherein employees may keep their clothes.
(c) The employer shall arrange with each worker a rest interval of 10 minutes during each morning and afternoon, provided that such interval does not interfere with the continuous operation of the manufacturing process.

The employer shall provide tea, milk, and sugar during each working period of not less than four hours, but there shall not be any unnecessary interruption of production.
(d) Machines and the space surrounding such machines, lines and equipment used by machines may be cleaned by the operators of the machine. Other areas shall be cleaned by the house. This provision not to mean cleaning machines whilst in motion
(e) No worker shall be employed on power driven machinery unless at least one other person is working who can be of immediate assistance in case of accident.
(f) A first aid ambulance chest shall be maintained, equipped with first aid facilities, appliances and requisites to the satisfaction of the Inspector of Factories, and these shall be placed in a position approved by such official. The employer in every instance shall appoint a person who shall be responsible for their proper care. The union and the employer shall co-operate in ensuring that at all times one employee is held responsible for the equipment provided. If the appointee is the holder of a current first aid certificate as issued by the Order of St. John, he shall be paid by the employer 10s. 3d. per week for such duties, and if the appointee is not so qualified, the extra payment shall be $5 \mathrm{~s} .1 \frac{1}{2} \mathrm{~d}$. per week for such duties. This latter provision shall apply to only one man in each establishment. First aid supplies are to be used only for first aid purposes immediately following occurrence of injury, and not for subsequent treatment. Any worker found unlawfully interfering with or taking first aid supplies or equipment shall be liable for any costs arising therefrom, which may be deducted from any wages due to such employee, and such employee shall be liable for instant dismissal. The employer shall, as soon as reasonably possible, supply means free of charge to convey to the nearest hospital or doctor any worker so seriously injured that it is not possible for such worker to travel independently of such conveyance.

## Termination of Employment

13. (a) The period of notice of termination of employment in the case of workers employed for less than two consecutive months shall be 24 hours on either side.
(b) Any worker employed for two consecutive months in any factory shall be entitled to one week's notice that his services are being dispensed with, and any such worker leaving his employment shall likewise give one week's notice. Where the employment is terminated by the employer without notice one week's wages shall be paid to the worker, and where the worker leaves without notice the employer may deduct from any wages or holiday pay owing to the worker an amount not exceeding one week's wages: Provided that nothing herein contained shall affect the right of any employer to dismiss without notice any worker guilty of such misconduct as would at common law justify the immediate dismissal of such worker.

## Right of Entry

14. The secretary of the union 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 of the employer, including manufacturing areas, for the purpose of interviewing any worker or to collect any fees, subscriptions, levies or other charges payable to the union by any workers, but not so as to interfere unreasonably with the employer's business.

## Disputes Committee

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 connected therewith and not specifically 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, if required by either party, to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. The committee shall either decide the issue or refer the dispute to the Court as soon as is reasonably practicable. Either side shall have the right to appeal to the Court against a decision
of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

## 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 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.)

## Notification

17. The employer shall, on the written request of the branch secretary of the union, at not shorter intervals than three months, supply the names of all employees at such time employed within the scope of this award.

## Under-rate Workers

18. (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 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

19. 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 district to which this award relates.

## Scope of Award

20. This award shall operate throughout the Wellington Industrial District.

## Term of Award

21. 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 week in each establishment commencing on or after the 17th day of May 1965 , and so fac 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 21st day of June 1966.

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 21st day of June 1965. [L.S.]
A. P. Blair, 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 16 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. Blair, Judge.

