

**VICTOR PLASTERS LTD. EMPLOYEES—AWARD**

*[Filed in the Office of the Clerk of Awards, Auckland]*

the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Auckland Ceramic, Concrete, Builders and General Labourers and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the undermentioned firm (hereinafter called “the employers”):

Victor Plasters Ltd., Brigham Street, Western Reclamation, Auckland.

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 21st day of July 1967 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 9th day of August 1965.

[L.S.]

A. P. BLAIR, Judge.

#### SCHEDULE

##### *Hours of Work*

1. (a) The ordinary hours of work shall not exceed 40 per week, nor more than eight hours per day on five days of the week, Monday to Friday, both days inclusive.

(b) The hours of day-workers (other than shift workers) shall be between 7.30 a.m. and 5 p.m.

##### *Overtime*

2. (a) Except as provided for in subclause (b) of this clause, all time worked in excess of the daily hours fixed in clause 1 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.

(b) All time worked before 12 noon on Saturdays shall be paid for at the rate of time and a half for the first four hours and double time thereafter. All time worked after 12 noon on Saturdays shall be paid for at double time rates.

(c) For work done on Sundays, New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, and the birthday of the reigning Sovereign, double rates shall be paid in addition to the ordinary pay.

(d) For the purposes of this clause each day shall stand by itself.

(e) When it is necessary that overtime shall be worked, preference shall be given to the company's regular employees.

##### *Wages*

3. The following shall be the minimum rates of wages:					Per Hour	
					s.	d.
Burners	..	..	..	..	8	0
Labourers	..	..	..	..	7	6½

Leading hand in charge of four or more workers shall receive 4s. per day extra.

##### *Shift Work*

4. (a) Shifts may be worked where necessary, and in such cases shifts shall consist of not more than eight hours, including crib time which shall be paid for.

(b) For the purposes of this clause "shift work" shall mean work which is carried out by two or more successive relays or spells of workmen, each relay performing substantially the same duties as the outgoing shifts. Work shall not be deemed to be shift work unless shifts are worked on four or more consecutive working days.

(c) Workers employed on afternoon and night shifts shall be paid the sum of 5s. 6d. per shift in addition to their ordinary rate of pay.

(d) Workers employed on day shift shall be paid 1s. 3d. per shift in addition to their ordinary rate of pay.

##### *Holidays*

5. (a) The following shall be observed as holidays: New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, and the birthday of the reigning Sovereign.

(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 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 proportions as the Inspector of Awards determines.

(d) The attention of the parties is drawn to the provisions of the Public Holidays Act 1955, and its amendments, which deal with the transference of holidays which fall on a Saturday or a Sunday. This provision shall apply to workers covered by this award.

(e) The provisions of the Annual Holidays Act 1944 shall apply to workers covered by the provisions of this award, but in the case of regular shift workers required to work rotating shifts, the annual holiday period shall be three weeks.

#### *Accommodation*

6. The employer shall provide suitable accommodation to enable workers to change and dry their clothing and have their meals. No tools or materials shall be stored in the changeroom. Employers shall also provide proper sanitary accommodation and make provision for boiling water for meals. A shower, suitable washing conveniences, and a clothing drying cupboard shall be provided. The senior burner on each shift shall be responsible for accommodation and conveniences being kept strictly clean and tidy.

#### *Meal Money*

7. Employers shall allow meal money at the rate of 5s. 7d. per meal when workers are called upon to work overtime on any day, provided that such workers cannot reasonably get home to their meals, and provided, further, that they have not been notified of such overtime on the day preceding the working of such overtime.

#### *Transport Allowance*

8. Workers called upon to start or finish work at a time when the ordinary means of transport have ceased running shall be conveyed to and from their homes at the expense of the employer.

#### *Accidents*

9. A modern first aid emergency case, fully equipped, shall be kept by the employer in a convenient and accessible place at the factory. Accidents shall be reported on kettle sheet.

#### *General Provisions*

10. (a) Fourpence farthing per hour dust money shall be paid to all workers coming within the provisions of this award.

(NOTE—This subclause to be reviewed when the new dust extraction equipment is installed by the company.)

(b) Where a worker is required to enter inside kettles for the purpose of cleaning, an extra daily payment of £1 1s. 3d. shall be made in addition to the rate appropriate at the time.

(c) A clothing and footwear allowance of  $\frac{3}{4}$ d. per hour shall be paid to all workers.

(d) A towel and soap allowance of 1s. 3d. per week shall be paid to all workers.

(e) Where workers are called upon to work in water, slush, mud, or wet concrete 1 in. or more in depth, the employer shall provide such workers with gumboots suitable for the work and shall pay them  $3\frac{1}{4}$ d. per hour extra.

Where re-used gumboots are supplied by the employer such gumboots shall be sterilised by the employer in accordance with Department of Health regulations.

*Job Delegate*

11. A job delegate shall be appointed from time to time and shall be recognised as such by the management.

*Termination of Employment*

12. Four hours' notice of termination of employment shall be given on either side, and all wages due shall be paid immediately on termination in the employer's time, unless through misconduct.

*Disputes*

13. 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 dealt with in this award, every such dispute or difference shall be referred to a disputes 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 a Conciliation Commissioner.

Should either party fail to appoint representatives to the disputes committee, either party may refer the matter in dispute to a Conciliation Commissioner, who may either decide the matter or refer the matter to the Court. In the event of the disputes committee failing to agree the matters shall be referred to the Court.

In the event of the disputes committee coming to a decision, either side shall have the right of appeal to the Court against the decision of the committee or the decision of the Commissioner, and written notice of such appeal shall be given to the other side within 14 days after such decision has been made known to the party desirous of appealing.

*Payment of Wages*

14. Wages shall be paid weekly in working hours and not later than Thursday in each week.

*Smoko*

15. An interval of 10 minutes shall be allowed each morning and afternoon without deduction of pay, and in the case of shift workers two paid breaks of 10 minutes shall be allowed at a recognised time, provided that there shall be no cessation of work.

*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.)

*Scope of Award*

17. This award shall apply only to the parties hereto.

*Term of Award*

18. 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 15th day of July 1965, 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 21st day of July 1967.

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 9th day of August 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.