

Please post in a Conspicuous Place accessible to Workers

**Wellington Industries District Wallpaper
Manufacturing Employees — Award**

Dated 23/12/74

Note: See clause 24 herein for the date on which rates of wages come into force

**WELLINGTON INDUSTRIAL DISTRICT WALLPAPER
MANUFACTURING EMPLOYEES—AWARD**

In the Industrial Commission of New Zealand—In the matter of the Industrial Relations Act 1973; and in the matter of the Wellington Industrial District Wallpaper Manufacturing Employees Dispute of Interest between the New Zealand Printing and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the undermentioned firm and company (hereinafter called “the employers”):

Ashley Wallpapers Limited, Prosser Block, Elsdon, Porirua.

Wallpaper Manufacturing Company Limited, Tiro Tiro Road, Levin.

The Industrial Commission having taken into consideration the matter of the abovementioned dispute of interest, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, doth hereby order and award:

That the terms, conditions, and provisions set out in the Schedule hereto shall be binding on the parties to this award, 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 said parties shall respectively do, observe, and perform every matter and thing by this award required to be done, observed, and performed, and shall not do anything in contravention of this award but shall in all respects abide by and perform it.

In witness whereof the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 23rd day of December 1974.

(L.S.)

G. O. Whatnall, President.

ARRANGEMENT

Clause Number	Title
1—	Industry to Which Award Applies
2—	Hours of Work
3—	Shifts
4—	Overtime
5—	Wages
6—	Definitions
7—	Junior Workers
8—	Public Holidays
9—	Annual Holidays
10—	Special Holidays for Long Service
11—	Protective Clothing
12—	Payment of Wages
13—	General Conditions
14—	Termination of Employment
15—	Sick Pay
16—	Right of Entry
17—	Disputes
18—	Personal Grievances
19—	Unqualified Preference
20—	Deduction of Subscriptions
21—	Under-Rate Workers
22—	Application of Award
23—	Scope of Award
24—	Term of Award

SCHEDULE

1. INDUSTRY TO WHICH AWARD APPLIES

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.

2. HOURS OF WORK

2.1. 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 a.m. and 6 p.m.

2.2. 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 ten minutes in every working period of not more than three hours.

2.3. 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 meal times) in any one day without payment of overtime. A week's notice shall be given of any alteration in the time so fixed.

2.4. The employer shall publish on a notice board in the factory any variation of ordinary hours in accordance with the previous subclause.

2.5. Subject to subclause 13.3. of this award the ordinary hours of work shall be worked continuously each day, excepting for one meal break.

3. SHIFTS

3.1. 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.

3.2. A shift worker is a worker whose ordinary working hours fall wholly or partly outside the hours prescribed in subclause 2.1. 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 2.1. of this award, appropriate overtime rates shall be paid for the time so worked.

3.3. Shift workers shall be paid an allowance of \$1.40 per shift for each ordinary shift worked wholly or partly outside of the daily hours prescribed in subclause 2.1. of this award. The additional payment includes an allowance to recompense the worker for transport expenses incurred after the hours of normal transport.

3.4. 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.

3.5. Where a shift worker is called upon to work two shifts separated by a break of less than eight hours he shall be paid at overtime rates for the shift outside of his normal roster.

3.6. 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.

3.7. 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.

3.8. A day worker transferred to shift work in an emergency shall have a break of 12 hours before resuming day work, and his ordinary wages shall not be reduced because of the compulsory break. Should a day worker be required to return to work during the 12 hour break, he shall be paid double time for the hours as may be worked during the 12 hour period.

4. OVERTIME

4.1. 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.

4.2. 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.

4.3. 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.

4.4. 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 in addition to ordinary rates for any time worked, until such time as a break of eight hours is provided.

4.5. 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 \$1.50 "call money" in addition to the appropriate overtime payment, with a minimum payment of two hours. Meal money shall not be paid.

4.6. No worker shall be required, nor permitted, to work overtime on the night of any annual general or special meeting of the union. Seven days notice of the time and date of such a meeting to be given to the employer by the workers' representative in each establishment, except that overtime may be worked up to two hours prior to the stated time of any such meeting.

5. WAGES

5.1. The following shall be the minimum rates of wages payable to adult workers:

2.1.7.

	Percentage	For the first year of employment Per Week \$	After one year's continuous employment with the same employer Per Week \$
Roller maker ..	135	90.25	92.25
Journeymen operators of four-or more colour flexographic or rotogravure printing machines ..	135	90.25	92.25

Triple inker	130	86.90	88.90
Grade 1 colour mixer ..	130	86.90	88.90
Four or six colour duplex printer including tipping and varnishing ..	128	85.56	87.56
Wallpaper rotogravure or flexographic machinist	128	85.56	87.56
12 colour printer	125	83.56	85.56
Eight colour printer ..	122	81.56	83.56
Grade 2 colour mixer ..	122	81.56	83.56
Two of four colour duplex printer without tipping or varnishing	122	81.56	83.56
Grade 3 colour mixer ..	118	78.89	80.89
Rotogravure assistant machinist	118	78.89	80.89
Duplex embosser and printer	118	78.89	80.89
Double width coater operator	115	76.89	78.89
Hot embosser	112	74.88	76.88
Coating machine operator	113	75.55	77.55
Simplex embosser and printer	116	77.56	79.56
White maker (colour) ..	111	73.76	75.76
Assistant printer	111	73.76	75.76
Guillotine hand	110	73.54	75.54
Material handlers	105	70.20	72.20

5.1.2.

MALES

After one
year's continuous
employment in the
industry
Per Week
\$

	Percentage	Per Week \$	Per Week \$
Piece-winder ..	109	72.87	74.87
Order compiler ..	109	72.87	74.87
Simplex embosser ..	109	72.87	74.87
Checker or shader ..	107	71.54	73.54
Roller router or turner	107	71.54	73.54
Pattern-room hand ..	105	70.20	72.20
Wrapper (including shrink wrapper packer/stamper) ..	105	70.20	72.20
Reeler	105	70.20	72.20
Maker-up	105	70.20	72.20
Labourer	100	66.85	68.85

FEMALES

	Per Week \$	After one year's continuous employment in the industry	Payable on and from 23 Nov 1974 Per Week \$	After one year's continuous employment with the same employer Per Week \$
Piece-winder ..	58.33	60.33	63.18	65.18
Order compiler ..	58.33	60.33	63.18	65.18
Simplex embosser ..	58.33	60.33	63.18	65.18
Checker or shader ..	58.03	60.03	62.54	64.54
Roller router or turner	58.03	60.03	62.54	64.54
Pattern-room hand ..	57.68	59.68	61.86	63.86
Wrapper (including shrink wrapper packer/stamper) ..	57.68	59.68	61.86	63.86
Reeler ..	57.68	59.68	61.86	63.86
Maker-up ..	57.68	59.68	61.86	63.86
Labourer ..	56.84	58.84	60.18	62.18

5.2. 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.

5.3. A journeyman who holds a New Zealand Trade Certificate in any trade coming within the scope of this award shall be paid \$2.88 per week in addition to the rate provided herein, on production of the certificate.

A journeyman who holds the New Zealand Advanced Trade Certificate shall be paid \$5.76 per week in addition to the rate provided herein, on production of the certificate.

5.4. *Chargehand/foreman*—A worker who is designated by the employer to be in charge and who supervises or directs and is responsible for the work of other employees (other than on his own machine) shall be paid \$3 per week in addition to his/her appropriate classification rate.

6. DEFINITIONS

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

Supervisor—means a person who supervises the activities of factory workers and is not required to use tools of the trade or operate machines except for the purpose of demonstration or training of personnel, testing of machines, or in an emergency, but not for the purposes of normal production.

Journeyman—For the purpose of this award "Journeyman" means a worker employed as such who has served an apprenticeship to any of the branches of the trade covered by this award, or who has undergone comparable training in the branch or branches of the trade in which he is employed.

Wallpaper Rotogravure Machinist—A skilled journeyman able to take full charge of a rotogravure machine on gravure or flexographic printing of wallpapers, to set up and make ready associated equipment, and 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.

Rotogravure Assistant Machinist—An operator competent to assist the journeyman in all operations carried out on and off the rotogravure machine.

- 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.
- Eight-colour Printer*—A skilled journeyman able to take full charge of an eight-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, but shall be paid the rate of a Grade 1 Colour mixer when placed in charge of colour mixing on a day or shift for the time so employed.
- 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.
- Four or Six-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 acceptable quality; to head up machine crew and be responsible for general operator maintenance of the production unit.
- Two or Four-colour Duplex Printer without Tipping and Varnishing*—Generally as six-colour printer, but engaged 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 printing or embossing rollers from any materials, or by any process from receipt of design to try-out on the machine, also competent to modify, repair, or recondition existing rollers as required, and to remove excess wood or other materials from printing rollers, during the course of manufacture.
- 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.
- 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.

Material Handler— worker engaged in the movement of stock or material by powered mechanical means.

Assistant Printer—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.

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

Maker Up—An operator engaged in making up short lengths of wallpaper with similar material to saleable length in accordance with trade custom.

Four or More Colour Wallpaper Rotogravure or Flexographic Machinist—A skilled journeyman able to take charge of a four or more colour rotogravure or flexographic machine on printing of wallpapers, to set up and 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.

Triple Inker—A skilled journeyman able to take full charge of a triple ink printing machine, together with associated Duplex 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 acceptable quality; to head up machine crew and to be responsible for general operator maintenance of the production unit.

Hot Embosser—An operator to have charge of, and to be able to set up, a hot embossing machine and to produce to a satisfactory standard of quality.

Double-width Coater Operator—An operator having charge of the machine unit and able to produce to a satisfactory standard of base paper coating to pre-pasted papers and overgloss papers.

Coating Machine Operator—An operator having complete charge of the machine unit which may be of air knife or roller coating type and able to set up and produce grounds, super-coat and special finished coatings and pre-pasting of paper, fabric and vinyl wall coverings as required to a satisfactory standard of quality.

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

Day—means the period of 24 hours from midnight to midnight.

7. JUNIOR WORKERS

7.1. Junior workers under 20 years of age may be employed on line attending, reeling, emboss-tenting, winding, making up, pattern room working, assisting in pattern room, checking, shading, stamping, packing, parcelling, cartoning, wrapping, stock keeping, general cleaning, stock moving, colour wash-up, and similar unskilled duties, and any other work which customarily is part of the completion of goods for sale.

No junior female shall be employed on general cleaning.

7.2. The minimum weekly wages payable to junior workers shall be as follows:

	Males Per Week \$	Females Per Week \$	Payable on and from 23 Nov. 1974 Females Per Week \$
Under 18 years of age ..	41.42	37.46	38.78
18 to 19 years of age ..	49.86	42.07	44.67

Thereafter not less than the appropriate adult rate according to the class of work they are called upon to perform.

Any junior worker with three years' experience shall be paid the adult rate.

7.3. The number of junior shall not exceed one to three or fraction of three adult workers employed in the factory.

7.4. No junior worker shall have his/her wages reduced by virtue of the coming into operation of this award.

7.5. Any 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 they are 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 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.

8. STATUTORY HOLIDAYS

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, New Zealand Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, and Anniversary Day. 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.

9. ANNUAL HOLIDAYS

9.1. Annual holidays shall be allowed in accordance with the Annual Holidays Act 1944 and its amendments.

9.2. In addition to the annual holidays provided in subclause 9.1. of this clause shift workers employed on afternoon or night shift or on rotating shifts shall be allowed one extra week of annual holiday on completion of each year's service paid for in the same manner as is prescribed in the Annual Holidays Act 1944 as amended in 1974.

If a worker is employed on shift work for less than a complete year pro rata of the fourth week shall be paid.

The fourth week's holiday may be allowed either in conjunction with or separately from the first three weeks as may be mutually agreed.

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

9.4. For the purposes of this clause continuity of service with the same employer shall not be deemed to be broken by reason of the sale or transfer of a business to a new employer who continues to employ such workers.

10. SPECIAL HOLIDAYS FOR LONG SERVICE

Any worker who has been continuously employed by the same employer shall, after 15 years of continuous service, be entitled once only to a special holiday of two weeks, and after 25 years of such employment be entitled once only to a special holiday of three weeks, and after 35 years of such employment be entitled once only to a special holiday of four weeks, and after 40 years of such employment, be entitled once only to a special holiday of five weeks. All such special holidays shall be on ordinary weekly wages as defined by this award and may be taken either in conjunction with the annual holiday or at such time as may be agreed by employer and worker. Any worker who having become entitled to a special holiday, leaves his employment before such holiday has been taken, shall be paid in lieu thereof.

11. PROTECTIVE CLOTHING

11.1. 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.

11.2. Workers required to work in washrooms or in water and those who wash off machines shall be supplied with rubber aprons, gumboots, and special gloves.

11.3. On their request, workers shall be subsidised 50 per cent of the cost of safety footwear as approved by the N.Z.S.S. 2245/1969. Should the worker's service terminate within six months of the commencement of employment, he may retain the footwear, but the employer may deduct one-sixth of the employer's subsidy for each month by which the worker's employment falls short of that six months.

12. PAYMENT OF WAGES

12.1. 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.

12.2. 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.

12.3. Subject to the provisions of the Accident Compensation Act 1972 and to the provisions of subclause 9.9. 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.

12.4. Holiday pay shall be paid before the day on which the worker begins his annual holiday.

12.5. 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.

12.6. Workers shall be supplied in writing with details of the manner in which their wages have been calculated.

13. GENERAL CONDITIONS

13.1. Any worker whether a shift worker or on regular daily hours who is required to work overtime exceeding one hour outside 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 \$1.10. 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.

13.2. Where any worker is required to work overtime on a Saturday or Sunday, meal money shall be paid after four and a half hours work and for every subsequent four and a half hour period, provided the worker is required to continue working after the meal interval.

13.3. The employer shall provide suitable dining, toilet, and washing facilities as required by the Factories Act 1946; this shall include an adequate supply of hot running water for washing, with suitable towels and cleansing material, 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.

13.4. The employer shall arrange with each worker a rest interval of ten 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 and/or coffee, milk, and sugar during each working period of not less than four hours, but there shall not be any unnecessary interruption of production.

13.5. Machines and the space surrounding such machines, lines and equipment used by machines may be cleaned by the operators of the machines. Other areas shall be cleaned by the house. This provision shall not mean cleaning machines whilst in motion.

13.6. 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.

13.7. 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 and New Zealand Red Cross, he shall be paid by the employer \$2 per week for such duties, and if the appointee is not so qualified, the extra payment shall be \$1 per week for such duties. This latter provision shall apply only to one person per shift in each establishment. First aid supplies are to be used only for first aid purposes immediately following the 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.

13.8. Five minutes shall be allowed to workers for washing up prior to ceasing work for the day, and also prior to lunch break.

13.9. Workers required to work in any area of the factory where the ambient

temperature is in excess of 43.3 degrees celsius (110 degrees Fahrenheit) shall be paid an allowance of 10 cents per hour during the period of continuous employment in the area.

14. TERMINATION OF EMPLOYMENT

14.1. 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.

14.2. 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.

14.3. The period of notice shall not include any part of the annual holidays.

14.4. Where termination of employment is the direct result of closure or change of ownership, the period of notice to be given shall be as follows:

After two years of continuous employment with the same employer—two weeks;

After three years of continuous employment with the same employer—three weeks;

After four or more years of continuous employment with the same employer—four weeks.

In the absence of such notice payment for the unexpired portion shall be made in lieu thereof.

15. SICK PAY

15.1.1. After 12 months continuous service with the same employer, the worker shall be entitled in each subsequent year of service, to sick pay of up to five days, calculated at the rate of his ordinary pay. Sick pay shall accumulate to 80 days by carrying forward from one year to another any unused sick pay.

15.1.2. For the purposes of determining a worker's entitlement to accumulated sick pay under this award, the accumulative provision shall be deemed to have come into force as from the 28th day of February 1971.

15.2. Sick pay shall not be paid in respect of any statutory or award holiday for which the worker is entitled to full pay.

15.3. Sick pay for a day shall be calculated according to the number of working days for which the worker's ordinary weekly pay is paid.

15.4. Absence of one day only shall not be paid.

15.5. A claim for sick pay shall be supported by a medical certificate.

15.6. The worker shall ensure notice is given to the employer on the first day of absence due to illness.

15.7. The employer shall also have the right to require the worker to produce additionally a medical certificate at the employer's expense from a doctor nominated by the employer.

16. RIGHT OF ENTRY

16.1. The secretary or other representative of the union (authorised in writing by the secretary) 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.

16.2. The employer shall give recognition to the worker who is appointed chapel delegate in the establishment in which he is employed and he shall have reasonable access to any department of the firm covered by this award.

17. DISPUTES

17.1. The procedure set out in the succeeding provisions of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on:

17.1.1. The interpretation of this instrument; or

17.1.2. Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

17.2. Either the workers' union or the employer or employers who are parties to any such dispute may invoke the procedure.

17.3. The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be:

17.3.1. Mutually agreed upon by the parties; or

17.3.2. If there is no such agreement, either a conciliator or a person appointed by him.

17.4. A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either:

17.4.1. Make a decision, which shall then be the decision of the committee; or

17.4.2. Refer the dispute forthwith to the Industrial Court for settlement.

17.5. Subject to the right of appeal conferred by subclause 17.6. of this clause, the decision of the committee shall be binding on the parties to the dispute.

17.6. Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall:

17.6.1. Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and

17.6.2. Within seven days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and

17.6.3. Specify in each such notice the decision or the part of the decision to which the appeal relates.

17.7. The essence of this clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that:

17.7.1. No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;

17.7.2. While the provisions of this clause are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(NOTE—This clause has been inserted in accordance with the requirements of section 115 of the Industrial Relations Act 1973.)

18. PERSONAL GRIEVANCES

18.1. For the purposes of this clause, the expression "personal grievance" means any grievance that a worker may have against his employer because of a

claim that he has been unjustifiably dismissed, or that other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.

18.2. The standard procedure for the settlement of any personal grievance shall include the following:

- 18.2.1. Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure;
- 18.2.2. As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin;
- 18.2.3. Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify the branch secretary or secretary or a duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative;
- 18.2.4. If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker's grievance, and of the issues for all subsequent consideration of the case;
- 18.2.5. The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding three) nominated respectively by the union and the employer, with or without a chairman as the parties may decide;
- 18.2.6. The employer shall have the right to be assisted or represented before the grievance committee by an employers' organisation;
- 18.2.7. If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court;
- 18.2.8. The reference to the Court may be made by the employer or his representative, or by the worker's union or its representative, or by both;
- 18.2.9. The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a decision or award by way of a final settlement which shall be binding on the parties;
- 18.2.10. It shall be the duty of every party to the award or agreement to promote the settlement of personal grievances under the procedures hereinafter provided and to abstain from any action that might impede the effective functioning of the procedures.

18.3. For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen:

- 18.3.1. No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
- 18.3.2. While the provisions of the procedure for the settlement of the personal grievance are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

18.4. Any statements made or information given in the course of any pro-

ceedings before a grievance committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.

18.5. In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this clause may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:

18.5.1. The reimbursement to him of a sum equal to the whole or any part of the wages lost by him;

18.5.2. His reinstatement in his former position or in a position not less advantageous to him;

18.5.3. The payment to him of compensation by his employer.

(NOTE—This clause has been inserted in accordance with the requirements of section 117 of the Industrial Relations Act 1973.)

19. UNQUALIFIED PREFERENCE

19.1. 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.

19.2. Subject to subclause 19.1. 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.

19.3. Every worker obliged under subclause 19.1. 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 19.2. hereof commits a breach of this award.

19.4. Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses 19.1. and 19.2. 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.

19.5. For the purpose of this clause “adult person” means a person of the age of 18 years or upwards, or a person of any age who for the time being is in receipt of not less than the minimum rate of wages payable to a person of the age of 18 years or upwards.

(NOTE—Attention is drawn to section 104 of the Industrial Relations Act 1973 which gives to workers the right to join the union.)

20. DEDUCTION OF SUBSCRIPTIONS

20.1. It shall be a condition of employment under this award that the employer shall deduct from the wages of each worker the appropriate amount of union membership subscriptions payable by the worker, such amounts together with a list of the persons from whom the deductions were made, to be submitted to the union office at regular intervals not exceeding three months.

20.2. It shall be the responsibility of the union to provide the employer with all information relevant to the making of such deductions, to provide the necessary deduction authorisation forms, to provide up-to-date typed lists of members based on the previous return submitted by the employer and to take any other action as will assist the employer in making deductions.

20.3. In consideration of the making of such deduction, the union shall contribute as an “activity fee” an amount equal to 5 per cent of the membership subscriptions deducted by each employer, to a trustee administered education and training fund for the benefit of the printing industry.

21. UNDER-RATE WORKERS

21.1. Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wages 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 and Agreements 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.

21.2. 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.

21.3. 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.

21.4. It shall be the duty of the union to give notice to the Inspector of Awards and Agreements of every agreement made with a worker pursuant hereto.

21.5. 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.

22. APPLICATION OF AWARD

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.

23. SCOPE OF AWARD

This award shall operate throughout the Wellington Industrial District.

24. TERM OF AWARD

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 1st day of August 1974, 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 July 1975.

In witness whereof the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 23rd day of December 1974.

(L.S.)

G. O. Whatnall, President.

MEMORANDUM

The matter referred to and settled by the Commission was:

Clause 9—Annual Holidays

Associated with the submission of the terms of partial settlement was a joint application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974.

The Commission is satisfied that the application should be sustained. The few rates affected are in clause 5.1.1.

The unqualified preference provision (clause 19) has been inserted in accordance with the agreement of all the assessors.

The rates of remuneration prescribed by this award are NOT to be increased by the application of the 9 per cent general wage adjustment that was effective from 1 July 1974 pursuant to the Wage Adjustment Regulations 1974.

Having regard to prevailing circumstances the Commission has, pursuant to section 92 (2) of the Industrial Relations Act 1973, consented to the specified period for which this award is to continue in force being less than one year from date of making.

The representatives of the parties desire to record that they have agreed, pursuant to the requirements of the Equal Pay Act 1972 and its amendments, that the rates of wages for female workers in this award are to be further increased as from 23 November 1974 to provide for the third step towards equal pay by reducing the differential between the appropriate male and female rates of wages provided for in this award by one third.

G. O. Whatnall, President.

WELLINGTON INDUSTRIAL DISTRICT WALLPAPER
MANUFACTURING EMPLOYEES – AMENDMENT OF AWARD

Dated 10/4/75

In the Industrial Commission of New Zealand – In the matter of the Industrial Relations Act 1973 and in the matter of the Wellington Industrial District Wallpaper Manufacturing Employees Award, dated the 23rd day of December 1974.

In pursuance and exercise of the powers conferred upon it by section 97 (1) (a) of the Industrial Relations Act 1973 and for the purpose of remedying a defect in the Wellington Industrial District Wallpaper Manufacturing Employees Award, dated the 23rd day of December 1974, the commission doth hereby order as follows:

That clause 18.2.2 of the said award shall be and it is hereby amended by adding the words “or where a Chapel is established the Chapel Officers,” after the word “worker” in the second line. This clause will now read as follows:

18.2.2. As soon as practicable after a personal grievance arises, the worker, or where a Chapel is established the Chapel Officers, shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin.

and further that clause 18.2.3 of the said award shall be and it is hereby amended by adding the words “or the Chapel Officers” after the word “worker” in the third line. This clause will now read as follows:

18.2.3. Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker or the Chapel Officers shall notify the Branch Secretary or Secretary or a duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative:

Dated at Wellington this 10th day of April 1975.

(L.S.)

G. O. Whatnall, President.