

OTAGO AND SOUTHLAND **PAPER-MILLS EMPLOYEES.**—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Dunedin Paper-mills' Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employers") :—

New Zealand Paper Mills, Ltd., Crawford Street,  
Dunedin.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, 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, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 from the 4th day of July, 1938, and shall continue in force until the 4th day of July, 1939, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 1st day of July, 1938.

[L.S.]

P. J. O'REGAN, Judge.

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SCHEDULE.

*Hours of Work.*

1. (a) The ordinary hours of work shall not exceed forty per week and, unless otherwise provided herein, shall be worked between the hours of 8 a.m. and 5 p.m. from Monday to Friday, both days inclusive. This clause shall not apply to the foreman in charge of the paper-sorting department.

(b) Shifts may be worked as required by the employer. Eight hours shall constitute the ordinary shift. Shifts shall commence at 12 midnight, 8 a.m., or 4 p.m., respectively.

(c) Between midnight on Friday and noon on Saturday two six-hour shifts may be worked at time and a half rates of pay.

(d) All shifts shall rotate weekly.

(e) Youths under the age of nineteen years shall not work on night shifts.

(f) During the period May to August female workers employed in paper-sorting may be required to work seven hours fifteen minutes per day on five days of the week and three hours forty-five minutes on Saturday morning.

### Wages.

2. (a) The following shall be the minimum rates of wages to be paid to the different classes of workers:—

	Per Hour.	
	s.	d.
Machinemen .. ..	2	8
First drierman .. ..	2	5
Second drierman .. ..	2	4
Beaterman .. ..	2	7½
Beaterman's assistant .. ..	2	4
Cutterman .. ..	2	5½
Ripperman .. ..	2	5½
Glazer .. ..	2	5½
Balers .. ..	2	5
Boilerman .. ..	2	5
Kollergange-men .. ..	2	4
All other adult workers (in or about the mill) .. ..	2	4

(b) Shift-workers on afternoon and night shifts shall be paid 1s. extra per shift.

(c) The minimum wage payable to youths under twenty-one years of age shall be:—

	Per Week.		
	£	s.	d.
First six months .. ..	1	5	0
Second six months .. ..	1	9	0
Third six months .. ..	1	13	0
Fourth six months .. ..	1	17	0
Fifth six months .. ..	2	2	6
Sixth six months .. ..	2	7	6
Fourth year .. ..	2	12	6
Fifth year .. ..	3	2	6

At the age of twenty-one years, the minimum wage for adult workers.

(d) Boys who have served five years shall be given preference of employment at higher-paid occupations.

(e) Any youth temporarily taking the place of any adult worker as set out in subclause (a) of this clause shall be paid not less than the minimum rate for such worker for the time so occupied.

(f) Youths required to work shifts shall be paid the minimum rate payable to an adult worker doing similar work.

(g) Females may be employed at not less than the following rates:—

			Per Week.		
			£	s.	d.
First six months	..	..	0	17	6
Second six months	..	..	1	1	6
Third six months	..	..	1	5	6
Fourth six months	..	..	1	9	6
Fifth six months	..	..	1	13	6
Sixth six months	..	..	1	17	6
Seventh six months	..	..	2	0	0
Eighth six months	..	..	2	2	6
Ninth six months	..	..	2	5	0
Thereafter	..	..	2	10	0

Provided that no female over the age of twenty-one years shall be paid less than the basic wage for the time being prevailing.

(h) The employment under subclauses (c) and (g) shall be deemed to be a weekly employment, and no deduction shall be made from the weekly wages except for time lost through the worker's sickness or default, or through the closing of the mill from want of material, or through flood or drought.

#### *Overtime.*

3. (a) Except for the purpose of changing shifts, all time worked outside or in excess of the hours set out in clause 1 hereof shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) Any worker who, except in the case of unforeseen emergency, is unable to begin work with his shift shall give to his foreman at least twenty-four hours' notice of his inability to go on duty. Any failure on the part of a worker to give such notice shall entitle the employer to arrange a substitute at ordinary rates, notwithstanding that such substitute may have already worked a shift.

#### *Holidays.*

4. (a) The following holidays shall be observed without deduction of pay: Good Friday, Easter Monday, Anzac Day, Christmas Day, Boxing Day, 1st and 2nd January, Labour Day, and the Sovereign's Birthday.

(b) Should any of the holidays set out in subclause (a) hereof (except Anzac Day) fall on a Sunday, then for the purpose of this award such holiday shall be held on the following Monday.

(c) For all work done on Sundays or on any of the above holidays, or any holiday observed in lieu thereof, double time rates shall be paid. The said payment, except for work done on Sundays, shall be in addition to the ordinary rates.

#### *Annual Holiday.*

5. (a) An annual holiday of one week on full pay shall be allowed to all workers on completion of each year of service, such holiday to be given at a time suitable to the employer. Should the annual holiday be given in conjunction with the Christmas-New Year holidays, the annual holiday shall be five working-days in addition to the days prescribed as holidays in clause 4 hereof.

(b) If the employment of any worker is terminated for any reason, other than misconduct, before the completion of twelve months' service but after three months' service has been completed, a holiday of proportionate duration shall be allowed or paid for.

#### *Accidents.*

6. A modern first-aid emergency case, fully equipped, shall be kept in a convenient and accessible place in charge of the No. 4 machineman.

#### *Accommodation.*

7. (a) An adequate supply of pure drinking-water shall be provided.

(b) Sanitary accommodation to the satisfaction of the Inspector of Awards shall be provided.

#### *General.*

8. In the event of the mill closing down owing to the want of woodpulp or for any other cause, the employer shall, if possible, give the workers a week's notice of his intention to close, or payment shall be made for the time so lost. The employer shall also, if possible, advise the workers at the same time as to how long the mill is likely to be closed.

#### *Gum Boots.*

9. Gum boots in sound condition shall be supplied free of charge to workers for wet work, when required.

*Dirty Work.*

10. (a) Any worker employed in handling cement, lime, or manure or gelatine bags in the chopper-house shall be paid 3d. per hour extra as dirt-money.

(b) Any worker covered by this award doing other dirty work, such as handling flock-dust, chipping or cleaning boilers and flues, shall be paid 3d. per hour extra.

*Matters not provided for.*

11. Any dispute in connection with any matter not provided for in this award shall be settled between the employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

*Extension of Hours under Factories Act.*

12. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by this award.

*Workers to be Members of Union.*

13. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less

than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Under-rate Workers.*

14. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen 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.

*Scope of Award.*

15. This award shall apply to the parties named herein and shall operate throughout the Otago and Southland Industrial District.

*Term of Award.*

16. This award shall come into force on the 4th day of July, 1938, and shall continue in force until the 4th day of July, 1939.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 1st day of July, 1938.

[L.S.]

P. J. O'REGAN, Judge.

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MEMORANDUM.

The principal matters referred to the Court were those relating to wages of all classes of workers and the claim for an annual holiday. These the Court has settled. In other respects the award follows the recommendations of the Conciliation Council.

P. J. O'REGAN, Judge.