

OTAGO WAXED-PAPER MANUFACTURERS' EMPLOYEES.—
INDUSTRIAL AGREEMENT.

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 1st day of June, 1941, between Coulls, Somerville, Wilkie, Ltd., of the one part (hereinafter called "the employers"), and the Otago Printing and Related Trades' Industrial Union of Workers (hereinafter called "the union"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. That the said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

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SCHEDULE.

Industry to which Agreement applies.

1. The industry to which this agreement applies is that of the waxing of paper, either plain or printed, from reels or from flat sheets.

Hours of Work.

2. (a) Except as otherwise provided, the ordinary hours of work shall not exceed forty per week, to be worked on five days of the week (Monday to Friday inclusive) between the hours of 7.30 a.m. and 5.30 p.m.

(b) A night shift is one of which the greater part (meal-times being included) is worked between 7.30 p.m. and 7.30 a.m. Every worker who is regularly employed on night shifts shall receive, in addition to the prescribed weekly wage, an extra allowance equal to 10 per cent. of his wages, with a maximum of 10s. per week in the case of adult workers and of 5s. in the case of junior workers.

A day-worker who works on a night shift for less than a week shall be paid the extra allowance *pro rata* to the time worked on night shift, with a minimum of 2s. 6d. per shift. This allowance shall not be payable to day workers employed overtime.

*Classification and Wages.*3. *Adult Male Workers—*Per Week.
£ s. d.

(a) Head machinist (an adult employee whose duty it is and who is capable of setting up any machine used in connection with the waxing or finishing of waxed paper)	5	7	6
(b) Machinist in charge of either waxing, slitting, or sheeting department ..	5	0	0
(c) Guillotine operators—			
First year	3	3	0
Second year	3	13	6
Third year	4	4	0
Fourth year	4	14	6
Thereafter	5	7	6
(d) General hand—			
First year	4	5	0
Second year and thereafter ..	4	10	0
(e) Machinist operating rotary printing-machines	5	12	6
(f) Storemen-packers	4	15	0
Provided that if a storeman is in charge of two or more men he shall be paid an additional 10s. per week.			
(g) <i>Juniors—</i>			
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	1	6
Eighth six months	2	5	0
Fifth year	3	0	0
Thereafter adult rates.			

Provided that any boy who at the commencing age is 16 years or over shall be paid a minimum of £1 1s. 6d. per week with the increments as set out in the scale.

			Per Week.		
			£	s.	d.
<i>(h) Females—</i>					
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	1	6
Eighth six months	..	..	2	5	6
Fifth year	..	..	2	10	0
Thereafter	..	..	2	15	0

Increase in Rates of Remuneration.

4. The rates of remuneration, including time and piece wages and overtime and other special payments provided for in this agreement shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Casual Worker.

5. A casual worker is a worker who is employed for a period of less than one week. Every such worker shall be paid at the rate of 10 per cent. above the rates prescribed in this agreement, with a minimum of one day's pay.

Piecework.

6. Piecework may be worked, but the rate for such work shall be such as to enable the worker to earn not less than 10 per cent. above the minimum rate of wages herein provided.

Deductions.

7. Employers shall be entitled to make a rateable deduction from the wages of workers for time lost by default or through sickness or from any accident whether or not arising out of and in the course of the employment, but subject to the provisions of the Workers' Compensation Act, 1922.

Termination of Employment.

8. The employment may be terminated by giving notice on either side as follows: In the case of workers with less than three months' service, twenty-four hours; and in the case of workers with three months or more service, one week: Provided, however, that this shall not affect the right of the employer to dismiss a worker without notice for wilful misconduct.

Overtime.

9. Work performed in excess of the hours specified in clause 2 hereof shall be paid at the rate of time and a half for the first four hours. Time worked in excess of four hours overtime in any one day shall be paid for at double time.

Holidays.

10. (a) The following shall be observed as holidays without deduction from pay: New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day. In addition to the holidays aforesaid one other whole holiday shall be observed, either on a day generally observed as a holiday, such as Anniversary Day, or by the addition of one day on full pay to the annual holidays.

(b) Payment for the said holidays shall be made at the same rate as for an ordinary working-day when any of the said holidays falls or is observed upon an ordinary working-day—i.e., Monday to Friday, both days inclusive.

(c) The payment for the said holidays shall be made to all persons who have been employed in the factory at any time during the fortnight ending on the day on which the holiday occurs.

For work done on any of the holidays specified in sub-clause (a) hereof or on Sundays double rates shall be paid.

Annual Holiday.

11. All workers shall be granted one week's holiday on full pay on completion of each year of service, and at a time to be determined by the employer. If the service should be terminated after the expiration of six months but before the expiration of the first year, or if the service is terminated before the expiry of any subsequent qualifying year of service, then the worker shall be entitled to a proportion of the week's holiday according to the length of service, or to the equivalent in pay. Any employee who while on holiday works in any industry shall forfeit his or her holiday pay.

Meal-hours.

12. (a) Except in the case of night-shift workers, no more than four and a quarter hours shall be worked without an interval of three-quarters of an hour.

(b) When a worker has to return to work after an interval subsequent to the completion of the ordinary day's work, and

notice has not been given to him before the lunch-hour on that day that he will be required to work overtime, he shall be paid tea-money of not less than 2s., and in the case of females and male workers under the age of twenty-one years, 1s. 6d.

(c) When a worker has been notified that he will be required to work overtime and the notice is subsequently withdrawn he shall receive tea-money.

First-aid Chest.

13. A first-aid ambulance chest shall be provided in all establishments, equipped to the satisfaction of the Inspector of Factories with all the usual necessary furnishings, and shall be placed in a position approved by such official.

Payment of Wages.

14. Payment of wages and overtime shall be made not later than Friday of each week.

Extension of Hours under Factories Act.

15. 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 agreement in respect of every occupier of a factory bound or to be bound by this agreement.

Under-rate Workers.

16. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on 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 workers' 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.

Workers to be Members of Union.

17. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement 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 agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purpose 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 agreement 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.)

(c) The local secretary or organizing secretary shall be permitted to interview employees at their places of employment on any one day in each week, at a suitable time to be arranged between the employer and the secretary of the union.

(d) Employers shall, if requested by the organizing secretary of the union, supply him with a list of the names of the members of the staff, such application to be made not oftener than once each month.

Right of Entry.

18. The secretary of the union shall be entitled to enter at all reasonable times upon the premises of any employer bound by this agreement for the purpose of interviewing any worker (with the consent of the employer, such consent not to be unreasonably withheld), but not so as to interfere unreasonably with the employer's business.

Application of Agreement.

19. This agreement shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this agreement comes into force or at any time whilst this agreement is in force, connected with or engaged in the industry to which this agreement applies within the industrial district to which this agreement relates.

Scope of Agreement.

20. This agreement shall operate throughout that portion of the Otago and Southland Industrial District formerly known as the Otago Provincial District.

Term of Agreement.

21. This agreement shall be deemed to have come into force on the 1st day of June, 1941, and shall continue in force until the 1st day of June, 1942.

In witness whereof the parties hereto have executed these presents the day and year first beforehand written.

The Otago Printing and Related Trades Industrial Union of Workers:

[L.S.]

A. C. SCRIVENER, President.

W. J. M. WILSON, Secretary.

For Coulls, Somerville, Wilkie, Ltd. :—

[L.S.]

T. SOMERVILLE, Chairman.

J. C. H. SOMERVILLE, Director.

A. WINDSOR, Secretary.