

NORTHERN INDUSTRIAL DISTRICT TEXTILE, SACK, AND BAG  
WORKERS.—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Auckland Textile, Sack, and Bag Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned firms and company (hereinafter called "the employers") :—

Clark Bros., 40 Drake Street, Auckland.

McKendrick Bros., Ltd., Wellington Street, Auckland.

New Zealand Bag and Agency Co., Kent Street, Newmarket, Auckland.

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 on the 22nd day of May, 1944, and shall continue in force until the 22nd day of May, 1945, 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 18th day of May, 1944.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to which Award applies*

1. This award shall apply to workers employed in the manufacturing and/or repairing of sacks, flour and sugar bags, and hessian, jute, or flax goods (including woolpacks), and to their employers.

##### *Hours of Work*

2. (a) The ordinary hours of work shall not exceed forty hours per week or eight hours per day, and shall be worked between 8 a.m. and 5 p.m. on five days from Monday to Friday inclusive.

(b) One hour shall be allowed for meals. The midday meal shall be observed between 12 noon and 1 p.m.: Provided that the meal interval may be three-quarters of an hour by mutual arrangement between the employer and the workers.

(c) No worker shall be employed longer than four and a quarter hours without an interval for a meal.

(d) Two ten-minute intervals without deduction from pay shall be allowed each day for morning and afternoon tea.

*Overtime*

3. (a) All time worked on any day outside of and/or in excess of the hours specified in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and thereafter double time.

(b) To male workers over the age of sixteen years employers shall give twenty-four hours' notice of overtime; failing that, they shall allow meal-money at the rate of 1s. 9d. per meal where such workers are required to work overtime after 6 p.m., provided that such workers cannot reasonably get home to their meals.

When female workers or male workers of sixteen years of age or under are required to work overtime, the provisions of section 23 of the Factories Act, 1921-22, shall apply, except that the rate of the allowance for a meal shall be 1s. 9d.

*Wages*

4. (a) *Adult Male Workers.*—The minimum rate of wages for adult male workers shall be £4 15s. per week.

(b) *Junior Male Workers.*—The minimum rate of wages for junior male workers shall be—

	Per Week.		
	£	s.	d.
Under 16 years of age .. .. .	1	5	0
16 to 16½ years of age .. .. .	1	10	0
16½ to 17 years of age .. .. .	1	15	0
17 to 17½ years of age .. .. .	2	0	0
17½ to 18 years of age .. .. .	2	5	0
18 to 18½ years of age .. .. .	2	10	0
18½ to 19 years of age .. .. .	2	15	0
19 to 19½ years of age .. .. .	3	0	0
19½ to 20 years of age .. .. .	3	5	0
20 to 20½ years of age .. .. .	3	15	0
20½ to 21 years of age .. .. .	4	0	0

(c) *Female Workers.*—The minimum rates of wages for female workers shall be as follows:—

- (i) Female workers with less than three months' experience: £2 10s. per week.
- (ii) Female workers with over three months' experience: £2 15s. per week.
- (iii) Female workers employed in repairing, stacking and sorting, or turning second-hand sacks or bags which have been used for holding coal, plaster, lime, cement, superphosphate, blood and bone, or other chemical manures shall be paid 5s. per week in addition to the wages hereinbefore prescribed.

(d) Notwithstanding anything contained in subclause (c) of this clause, junior female workers may be employed in the manufacture of new calico flour and oatmeal bags at rates of wages not less than the following:—

	Per Week.		
	£	s.	d.
Under 16 years of age .. .. .	0	18	0
16 to 16½ years of age .. .. .	1	2	0
16½ to 17 years of age .. .. .	1	6	0
17 to 17½ years of age .. .. .	1	10	0
17½ to 18 years of age .. .. .	1	15	0
18 to 19 years of age .. .. .	2	0	0
19 to 20 years of age .. .. .	2	5	0
20 to 21 years of age .. .. .	2	10	0

(e) A worker in charge of four or more workers shall receive 1s. per day additional to the rates prescribed in this clause.

(f) Any worker employed or transferred to work for which a higher rate is provided in this award shall be paid such higher rate while so employed.

#### *Casuals*

5. (a) A casual worker is one who is employed for less than a week.

(b) A casual worker shall be paid 2s. 6d. per hour.

#### *Increase in Rates of Remuneration*

6. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the remuneration of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;

- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
  - (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.
- (b) The increase in *rates of remuneration* provided by the order referred to in (a) hereof applied to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

(3) The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

### *Proportion*

7. The proportion of male juniors to seniors shall be one to four or fraction of four adult male workers.

### *Terms of Employment*

8. (a) Except in the case of casuals, the employment shall be deemed to be a weekly employment, and no deduction shall be made from the weekly wage except for time lost through the worker's sickness, accident, or default.

(b) Except in the case of casuals, not less than seven days' written notice shall be given by either party of the termination of the employment, provided that nothing in this clause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

### *Payment of Wages*

9. Wages shall be paid weekly and in cash on any day not later than Friday and in the employer's time.

### *Holidays*

10. (a) The following days shall be allowed as holidays without deduction from pay: New Year's Day and the day following, Anniversary Day, Anzac Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b) Any work done on Sunday or on any specified holiday or on any day observed in lieu thereof shall be paid for at double time rates. The said payments shall be in addition to the ordinary week's wages.

(c) Should any of the above holidays fall on a Sunday, then for the purpose of this award such holiday shall be observed on the following Monday. In the case of Christmas Day and New Year's Day being observed on a Monday in pursuance of the foregoing, Boxing Day and 2nd January shall be observed on the respective Tuesdays.

(d) Subject to the provisions of the Annual Holidays Act, 1944, an annual holiday of two weeks on full pay shall be granted each worker after twelve months' continuous service. Such holidays shall be in addition to the holidays specified in subclause (a) of this clause.

(e) A worker who has completed three months' service leaving the service of an employer shall be granted pay in lieu of the holiday mentioned in subclause (d) of this clause in proportion to the length of service; but this subclause shall not apply in the case of any worker dismissed for serious misconduct.

#### *General Conditions*

11. (a) Female workers shall not be employed in operating sack or bag cleaning machines.

(b) The employer shall take all precautions practicable to provide adequate ventilation throughout the factory and for the removal of dust.

(c) In factories in which second-hand goods are repaired, female workers shall be provided with smocks.

(d) The employer shall provide respirators as required.

(e) In factories in which second-hand goods are repaired separate bathing accommodation for female and male workers, fitted with hot and cold showers and hand basins as required, shall be provided.

(f) A dining-room for female workers and one for male workers shall be provided.

(g) Separate change-rooms for female and male workers provided with a clothes-locker for each worker shall be provided.

(h) Sufficient sanitary and lavatory accommodation for all workers employed shall be provided.

#### *First Aid*

12. A properly equipped first-aid chest shall be provided by the employer, and shall at all times be accessible to all workers employed.

#### *Right of Entry upon Premises*

13. The secretary or other authorized officer of the union of workers 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 or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

*Workers to be Members of Union*

14. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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.)

*Matters not provided for*

15. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer and the secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, 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.

*Under-rate Workers*

16. (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.

#### *Application of Award*

17. This award 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 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*

18. This award shall apply throughout the Northern Industrial District.

#### *Term of Award*

19. This award shall come into force on the 22nd day of May, 1944, and shall continue in force until the 22nd day of May, 1945.

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 18th day of May, 1944.

[L.S.]

A. TYNDALL, Judge.

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#### MEMORANDUM

The principal matters referred to and settled by the Court related to morning and afternoon tea, overtime and meal money, wages, proportion, and annual holiday.

Six female workers employed by the principal employer in the industry were called to give evidence by the workers' representative. Each of these witnesses stated that her present wage was £3 a week, plus £1 bonus per week, the bonus apparently being paid in accordance with production in some cases and as a conditional gratuity in others.

The minimum gross rate (including the increases provided for in the Court's two general orders) for these workers has been fixed at £3 0s. 3d. per week after three months' experience, increased to £3 5s. 6d. if they are employed in repairing, stacking, and sorting or turning second-hand sacks or bags which have been used for holding coal, plaster, lime, cement, superphosphate, blood and bone, or other chemical manures. In fixing these rates the Court has kept in mind the minimum rates prescribed for skilled female workers in the clothing trades and the rate prescribed by the Sandbag Manufacturing Labour Legislation Suspension Order 1942 for female workers engaged in the manufacture of sandbags.

It should be mentioned that it is the Court's function to fix minimum rates to be paid by employers, not the actual earnings to be received by workers.

Mr. Monteith is not in agreement, and his dissenting opinion follows.

A. TYNDALL, Judge.

#### DISSENTING OPINION OF MR. MONTEITH

The workers in this case put before the Court considerable evidence which showed the wages paid, and showed that part of such wages had been given as a bonus. This bonus was not on any production basis, except in one case, and in this case an additional bonus was promised for extra output, but was not paid, although claimed. The workers claimed that the payment of this non-production bonus was to defeat the overtime rate to which they would otherwise be entitled. The employers called no evidence. In this award no attempt has been made to remedy this unsatisfactory condition.

The wages prior to this award were for all kinds of sacks or bags, and the provisions of clause 4 (c) (iii) of this award will have the effect of curtailing the workers' earnings.

The Court has to fix minimum rates of wages; but I think that such rates should not be so far below the actual rates being paid as to be as much as 25 per cent. in some cases. The wage rates fixed by this award will have the effect of allowing employers to reduce wages by from 10s. to 19s. 9d. per week.

I am strongly of the opinion that this decision gives no weight to the clear and uncontradicted evidence produced by the union, and that in these times of high prices it should not be possible to give such a right of reduction to employers, particularly where workers are tied to their jobs in an essential industry such as this.

The award is strongly in favour of the employers, and it appears to me that it is little use workers giving evidence of unsatisfactory conditions when such awards as this are the result. I have never heard stronger evidence of unsatisfactory conditions, and no remedy appears in this award. The result is that the employer can secure cheaper labour and carry on a most unsatisfactory so-called bonus system.

Needless to say, I strongly dissent.

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