

---

NORTHERN, WELLINGTON, AND NELSON **TOBACCO-WORKERS.**—  
AWARD

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

In the Court of Arbitration of New Zealand, Northern, Wellington, and Nelson Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Tobacco Producers' Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned companies (hereinafter called "the employers") :—

Godfrey, Phillips (New Zealand), Ltd., Tory Street,  
Wellington.

National Tobacco Co., Ltd., Napier.

Nelson Tobacco Co., Ltd., Halifax Street, Nelson.  
 Pezaro, George, and Son, Ltd., 61 Wakefield Street,  
 Auckland.

Wills, W. D. and H. O. (New Zealand), Ltd., Richmond  
 Street, Petone.

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 3rd day of July, 1944, and shall continue in force until the 3rd day of July, 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 23rd day of June, 1944.

[L.S.]

A. TYNDALL, Judge.

## SCHEDULE

*Industry to which Award applies*

1. (a) This award shall apply to all workers employed in the manufacture of tobacco, cigarettes, plug, and cigars, and to all workers employed in ancillary trades, when employed in an establishment whose product for sale is confined to tobacco, cigarettes, plug, and cigars.

(b) This award shall not apply to any worker employed in the tobacco industry up to and including the stage when the leaf tobacco is packed and delivered into bulk or bond store to await commencement of manufacture.

(c) Nothing in this award shall apply to executive officers, foremen, and forewomen.

*Hours of Work*

2. (a) Forty hours shall constitute a week's work, and shall be worked on five days in each week, from Monday to Friday inclusive, to be worked between the hours of 8 a.m. and 5 p.m. In exceptional cases workers may be required to commence work not earlier than 7.30 a.m. provided that they are given equivalent time off at the end of the day.

(b) Work may be done on Saturday, if necessary, and paid for at time and a half rates for the first four hours.

*Meal-hours*

3. Not less than three-quarters of an hour shall be allowed for meals.

*Wages*

4. The minimum weekly rates of wages shall be as follows:—

| <i>Males—</i>                                  | Per Week. |    |      |
|--|-----------|----|------|
|  | £         | s. | d.   |
| From 16 to 16½ years of age ..                 | ..        | 1  | 1 0  |
| From 16½ to 17 years of age ..                 | ..        | 1  | 11 0 |
| From 17 to 17½ years of age ..                 | ..        | 1  | 16 0 |
| From 17½ to 18 years of age ..                 | ..        | 2  | 1 0  |
| From 18 to 18½ years of age ..                 | ..        | 2  | 6 0  |
| From 18½ to 19 years of age ..                 | ..        | 2  | 11 0 |
| From 19 to 19½ years of age ..                 | ..        | 2  | 16 0 |
| From 19½ to 20 years of age ..                 | ..        | 3  | 1 0  |
| From 20 to 20½ years of age ..                 | ..        | 3  | 11 0 |
| From 20½ to 21 years of age ..                 | ..        | 4  | 1 0  |
| And thereafter .. ..                           | ..        | 5  | 5 0  |
| Workers in charge of two or more workers .. .. | ..        | 5  | 10 0 |

*Females—*

| Age commencing.               | First Six Months. | Second Six Months. | Third Six Months. | Fourth Six Months. | Fifth Six Months. | Sixth Six Months. | Fourth Year. |
|-------------------------------|-------------------|--------------------|-------------------|--------------------|-------------------|-------------------|--------------|
| Under 16 years of age ..      | 19/-              | 24/-               | 29/-              | 34/-               | 39/6              | 44/6              | 49/6         |
| From 16 to 17 years of age .. | 22/6              | 27/6               | 32/6              | 37/6               | 43/-              | 48/-              | ..           |
| From 17 to 18 years of age .. | 26/-              | 31/-               | 36/-              | 41/-               | 46/-              | ..                | ..           |
| From 18 to 19 years of age .. | 30/-              | 35/-               | 40/-              | 45/-               | ..                | ..                | ..           |
| From 19 to 20 years of age .. | 33/6              | 38/6               | 43/6              | ..                 | ..                | ..                | ..           |
| From 20 to 21 years of age .. | 38/-              | 43/-               | ..                | ..                 | ..                | ..                | ..           |

Workers 21 years and over shall receive not less than £2 15s. per week.

The rates of wages set out herein for female workers shall, in the case of non-bonus workers, be increased by the sum of 2s. 6d. per week.

*Casual Workers*

5. Male adult workers employed for less than one week shall be deemed to be casual workers and shall be paid at the rate of 2s. 9d. per hour. When casual labour is employed, a minimum of four hours shall be paid.

*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.

#### *Overtime*

7. (a) Except as otherwise provided, time worked in excess of eight hours in any day, or outside the clock hours specified in clause 2 hereof, shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) The minimum rate of payment for overtime per hour shall be not less than 1s. 6d.

(c) In all cases where a worker is ordered back after tea to work overtime, the minimum payment shall not be for less than two hours.

#### *Notice of Overtime*

8. Subject to the requirements of the Factories Act, 1921-22, and its amendments, when a worker is required to work overtime after 6 p.m. on any day the employer shall provide a meal or pay such worker 1s. 9d. to obtain a meal, unless the worker is notified on the day previous that the overtime work is required. In the case of notice being given to work overtime and the worker's services not being required on the day the overtime was to be worked, the worker concerned shall be paid 1s. 9d. meal allowance.

#### *Weekly Employment*

9. (a) The employment shall be deemed to be a weekly employment, and no deduction shall be made from the weekly rate except through the worker's sickness or default of his or her absence from work through no fault of the employer.

(b) Not less than seven days' notice shall be given by either party of the termination of employment, except in the case of a casual: Provided that nothing in this subclause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

#### *Payment of Wages*

10. Wages shall be paid weekly in cash and in the employer's time and not later than Friday in each week, except in the case of casual workers, who shall be paid immediately upon discharge.

*Holidays*

11. (a) The following shall be observed as full holidays—viz., Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Anniversary Day, Labour Day, factory workers' picnic-day to be held on a Saturday, and the birthday of the reigning Sovereign. In the Hawke's Bay District, Show Day shall be observed instead of Anniversary Day.

(b) Should any of the above-mentioned holidays, except Anzac Day, fall on a Sunday, then for the purpose of this award such holiday shall be observed on the following Monday.

(c) Any work done on Sundays or on any of the holidays mentioned in this clause shall be paid for at double time rates. Any work done on any holiday observed in lieu thereof shall be paid for at double time rates. The said payments shall be made in addition to the weekly wages.

(d) *Annual Holidays.*—Workers covered by the provisions of this award shall be entitled to holidays in accordance with the provisions of the Annual Holidays Act, 1944.

*General Conditions*

12. (a) Girls working in the vicinity of bronze dust arising from cigarette machines and packers on packing-machines in the same circumstances shall be supplied with a pint of hot milk daily.

(b) Tobacco-dryers on gas and steam stoves shall be supplied with a pint of hot milk daily.

(c) Workers employed on the stem-cleaning machines, the operator and the girl next to the operator on the leaf-steaming machines, shall be supplied with a pint of hot milk daily.

(d) Workers employed on the stem-cleaning machines shall work two months off this work and one month on.

(e) No youth under the age of nineteen years shall be required to lift goods exceeding 75 lb. in weight, and no female worker shall be required to lift goods exceeding 30 lb. in weight.

*Overalls*

13. (a) At the discretion of the employers, all workers shall be supplied with overalls, to be washed weekly by the workers and kept in repair by them.

(b) Workers employed feeding the dipped filler-dryer shall be supplied with aprons.

(c) Overalls and aprons shall remain the property of the employer.

### *Accommodation*

14. The employer shall provide suitable dining and lavatory accommodation, together with facilities for changing clothes.

### *First-aid Outfits*

15. First-aid outfits shall be provided in all factories and shall be accessible to all employees at all times. The employer shall be responsible for keeping supplies in clean containers and in charge of responsible persons.

### *Certificate of Service*

16. A worker on leaving or being discharged shall, on request, be given a written reference setting out the position held and the total period of the employment. Original references shall be the property of the employee and shall be returned within forty-eight hours after engagement.

### *Disputes*

17. The essence of this award being that the work of the employers shall not on any account be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman (if required) to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

### *Right of Entry upon Premises*

18. The secretary or other authorized officer of the union 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*

19. (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.)

*Under-rate Workers*

20. (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*

21. 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 districts to which this award relates.

#### *Scope of Award*

22. This award shall operate throughout the Northern, Wellington, and Nelson Industrial Districts.

#### *Term of Award*

23. This award shall come into force on the 3rd day of July, 1944, and shall continue in force until the 3rd day of July, 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 23rd day of June, 1944.

[L.S.]

A. TYNDALL, Judge.

---

#### MEMORANDUM

The matters referred to the Court related to wages, overtime, notice of overtime, bonus system, supply of milk, and term of award.

In making the award the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942, and in particular the amendment of 14th June, 1944 (Statutory Regulations 1944, Serial number 1944/93).

The workers requested that a new clause should be inserted in the award providing that in all cases where a bonus is paid the basis on which the bonus is calculated should be

negotiated between the employer and the union. In the absence of any evidence whatsoever to show the necessity for a provision of this nature in connection with this industry, the Court has decided not to insert such a clause.

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

A. TYNDALL, Judge.

---

DISSENTING OPINION OF MR. MONTEITH

I dissent because no right has been given the workers' union to have any say in fixing the rate of bonus. The union's request that, in negotiating the rate, the union should be represented is, in my opinion, reasonable. To think that the average woman is capable of making a deal with a shrewd business man with all the factory records at his disposal is plainly to deal with the dice loaded. The request that it should be between the employer and the union's representative is an evening-up of the position and will do away with injustices. As this is really a wage fixation for output, why should the workers' union not have the right to represent the workers in fixing the rate?

---