

OTAGO AND SOUTHLAND **CARDBOARD-BOX WORKERS
(FEMALE).**—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 its amendments; and in the matter of an industrial dispute between the Otago Box-workers Industrial Union of Workers (hereinafter called “the union”) and the undermentioned firms and companies (hereinafter called “the employers”):—

Cadbury, Fry, Hudson, Ltd., Castle Street, Dunedin.

Evening Star Co., Ltd., Stuart Street, Dunedin.

Mackintosh, Caley, Phoenix, Ltd., McLaggan Street, Dunedin.

Ross and Glendining, Ltd., High Street, Dunedin.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 hereinafter provided and

shall continue in force until the 10th day of March, 1949, 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 12th day of April, 1948.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to which Award applies

1. This award shall apply to the manufacture of cardboard boxes, cardboard containers, and cartons.

Hours of Work

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

Wages

3. The minimum rates of wages shall be:—

	Per Week.		
	£	s.	d.
For the first six months ..	1	13	0
For the second six months ..	1	19	6
For the third six months ..	2	6	0
For the fourth six months ..	2	12	6
For the fifth six months ..	2	19	0
For the the sixth six months ..	3	5	6
For the seventh six months ..	3	10	0
For the eighth six months ..	3	15	0
And thereafter, or on attaining the age of twenty-one years, not less than	4	0	9

Provided that workers commencing without previous experience at the age of eighteen years or over shall be treated as having served eighteen months.

Terms of Employment

4. (a) No deduction shall be made from the wage prescribed herein except for time lost through the worker's sickness or default or accident not arising out of or in the course of the employment.

(b) Wages shall be paid weekly in the employer's time.

(c) One week's notice of the termination of engagement of any worker shall be given by the employer or the worker, as the case may be; but this shall not affect the right of any employer to discharge a worker for good cause. Should the employment of a worker be terminated by the employer with less than one week's notice (other than for good cause), such worker shall be paid one week's wages in lieu of notice.

Overtime

5. (a) All time worked on any day outside of or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and at double time thereafter: Provided that four hours may be worked between 8 a.m. and noon on Saturday at time and a half rates. All time worked on Saturday afternoon and on Sunday shall be at double rates.

(b) When overtime is worked after 5.30 p.m. on any day or afternoon on Saturday, meal-money shall be paid at the rate of 2s. per meal. If notice is given that overtime is to be worked, and such overtime is not worked, meal-money shall be paid.

Holidays

6. (a) The following holidays shall be observed: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, Anzac Day, the birthday of the reigning Sovereign, and Anniversary Day or a day in lieu thereof.

In establishments where it has been the custom to observe the day following New Year's Day as a holiday, that custom shall be continued.

(b) Should any of the above holidays (except Anzac Day) fall on a Sunday, such holiday shall be observed on the following Monday.

(c) For work done on any of the above days, double rates shall be paid.

(d) Holidays shall be allowed in accordance with the Annual Holidays Act, 1944.

General Conditions

7. (a) A smock shall be provided, after two weeks' service, free to each female full-time worker by the employer, and it shall remain the property of the employer.

(b) A rest period of ten minutes shall be allowed morning and afternoon.

Right of Entry

8. The secretary of the union shall be entitled to enter at all reasonable times upon the premises of the employer for the purpose of interviewing any workers 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.

Matters not provided for

9. Any dispute in connection with any matter not provided for in this award shall be settled between any particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation 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.

Workers to be Members of Union

10. (a) Subject to the provisions of subsection (5) of section 18 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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by her employer or any officer or representative of the union commits a breach of this award, and shall be liable accordingly.

(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

11. (a) Any worker who considers herself 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, her 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 her to have her 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

12. 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

13. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award

14. This award, in so far as it relates to wages, shall be deemed to have come into force on the 10th day of March, 1948, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 10th day of March, 1949.

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 12th day of April, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

The rates of remuneration prescribed in this award are *not* to be increased by the application of the provisions of the Court's general orders of 9th August, 1940, and 31st March, 1942.

A. TYNDALL, Judge.