

**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 its amendments; 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 under-mentioned firms and companies (hereinafter called "the employers") :—

Clark Bros., Sack and Bag Merchants, 40 Drake Street,
Auckland.

McKendrick Bros., Limited, Sack and Bag Merchants,
Wellington Street, Auckland.

New Zealand Bag and Agency Company, Sack and Bag
Merchants, Kent Street, Newmarket, Auckland.

O'Shannessey, P., Sack and Bottle Merchants, Broadway,
Papakura.

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 24th day of June, 1950, 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 24th day of June, 1949.

[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 2s. 6d. 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.

(c) When female workers or male workers of sixteen years of age or under are required to work overtime, the provisions of section 21 of the Factories Act, 1946, shall apply, except that the rate of the allowance for the meal shall be 2s. 6d.

Wages

4. (a) *Adult Male Workers.*—The minimum rate of wages for adult male workers shall be £6 15s. per week from the 20th December, 1948, to the 31st May, 1949, and £6 19s. 7d. per week on and from the 1st June, 1949.

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

	Payable from 20th December, 1948, to 31st May, 1949.			Payable on and from 1st June, 1949.		
	Per Week.			Per Week.		
	£	s.	d.	£	s.	d.
Under 16 years of age	2	0	0	2	1	6
16 to 16½ years of age	2	5	6	2	7	6
16½ to 17 years of age	2	11	0	2	13	6
17 to 17½ years of age	2	17	0	3	0	0
17½ to 18 years of age	3	2	6	3	6	0
18 to 19 years of age	3	16	0	4	1	0
19 to 20 years of age	4	9	0	4	12	6
20 to 21 years of age	5	5	0	5	10	0

Thereafter, adult rates.

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

- (i) Female workers with less than three months' experience, £4 per week from the 20th December, 1948, to the 31st May, 1949, and £4 5s. 6d. per week on and from the 1st June, 1949.
- (ii) Female workers with over three months' experience, £4 5s. per week from the 20th December, 1948, to the 31st May, 1949, and £4 10s. 9d. per week on and from the 1st June, 1949.
- (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, female workers may be employed in the manufacture of new calico, flour, and oatmeal bags at rates of wages not less than the following:—

	Payable from 20th December, 1948, to 31st May, 1949.			Payable on and from 1st June, 1949.		
	Per Week.			Per Week.		
	£	s.	d.	£	s.	d.
For the first six months ..	1	12	6	1	13	0
For the second six months ..	1	17	6	1	18	6
For the third six months ..	2	2	6	2	4	0
For the fourth six months ..	2	8	0	2	10	0
For the fifth six months ..	2	15	0	2	18	0
For the sixth six months ..	3	2	6	3	6	0
For the fourth year ..	3	14	6	3	19	0

Provided that workers commencing over sixteen years of age shall receive 5s. per week in advance of the above rates, and over seventeen years of age 7s. 6d. per week in advance of the above rates, and over eighteen years of age 10s. per week in advance of the above rates; but this proviso shall not operate so as to increase journeywomen's rates:

Provided, also, that workers over twenty-one years of age shall be paid not less than £3 14s. 6d. per week from the 20th December, 1948, to the 31st May, 1949, and £4 2s. per week on and from 1st June, 1949.

Thereafter—

	Payable from 20th December, 1948, to 31st May, 1949.			Payable on and from 1st June, 1949.		
	Per Week.			Per Week.		
	£	s.	d.	£	s.	d.
Machinists	4	5	0	4	10	9
Others	4	0	0	4	5	6

Casuals

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

(b) A casual worker shall be paid 3s. 5½d. per hour from the 20th December, 1948, to the 31st May, 1949, and 3s. 7½d. per hour on and from the 1st June, 1949.

Proportion

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

Terms of Employment

7. (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

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

Holidays

9. (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, except Anzac Day, fall on a Saturday or a Sunday, then for the purposes 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) All holiday money and wages due shall be paid to the worker before the commencement of the holidays.

General Conditions

10. (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.

(i) The accommodation and facilities specified in this award shall be adequate for all workers employed in the factory and shall be of a standard as required by the Factories Act, Public Health Act, or by any other statute.

First-aid

11. 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

12. 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

13. (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 his 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.)

Notification

14. An employer shall, on written request, supply to the secretary of the union the names of all workers employed by him under this award: Provided that the secretary of the union shall not make such request more often than once every three months.

Under-rate Workers

15. (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.

Matters Not Provided For

16. 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.

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, in so far as it relates to wages, shall be deemed to have come into force on the 20th day of December, 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 24th day of June, 1950.

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 24th day of June, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award incorporates the memorandum of partial settlement arrived at by the assessors in Conciliation Council.

At the hearing the Court was advised by the representatives of the parties that they had reached agreement on the matters remaining in dispute, and the Court has incorporated the suggestions of the representatives in the award.

A. TYNDALL, Judge.
