

NORTHERN, WELLINGTON, CANTERBURY, AND OTAGO AND
SOUTHLAND **CARDBOARD-BOX, CARTON, AND PAPER-BAG
MAKERS—AWARD**

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

In the Court of Arbitration of New Zealand, Northern, Wellington, Canterbury, and Otago and Southland 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 Printing and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the undermentioned union, persons, firms, and companies (hereinafter called “the employers”):—

North Island Cardboard-box, Carton, and Paper-bag Makers’ Industrial Union of Employers, 219 Willis Street, Wellington.

NORTHERN INDUSTRIAL DISTRICT

- Abel Dykes, Ltd., 94–96 Lorne Street, Auckland.
 Allen, W. G., 30 Shortland Street, Auckland.
 Alpe Bros. and Co., Fort Street, Auckland.
 Baker’s Cardboard Box Co., Ltd., 2 Campbell Road, Auckland.
 Banks Box Co., St. Paul Street, Auckland.
 Bowring, A., and Co., 21 Pitt Street, Auckland.
 Brown and Stewart, Ltd., 13 Swanson Street, Auckland.
 Clancy and Herdman, 313 Queen Street, Auckland.
 Collins Bros. and Co., Wyndham Street, Auckland.
 Davy, Chas. and Co., Khyber Pass, Auckland.
 Dickinson, J., and Co. (New Zealand), Ltd., 96 Federal Street, Auckland.
 Dominion Paper Products, Ltd., Rutland Street, Auckland.
 Empire Box Co., Manukau Road, Newmarket, Auckland.
 Farmers’ Trading Co., Hobson Street, Auckland.
 Gillman, T. R., Ltd., Onehunga, Auckland.
 Johnston Cardboard Box Co., Ltd., The, Penrose, Auckland.
 Leightons, Ltd., Nelson Street, Auckland.
 Mungall, J., 409 Queen Street, Auckland.
 Newmarket Printing House, Station Street, Newmarket, Auckland.
 New Zealand Newspapers, Ltd., 20 Shortland Street, Auckland.
 Observer Printing House, Station Street, Newmarket, Auckland.
 Paper Bags, Ltd., Nelson Street, Auckland.
 Phoenix Press, Albert Street, Auckland.
 Service, Alex., 20 Exmouth Street, Newton, Auckland.
 The New Zealand Glass Manufacturing Co., Ltd., Penrose, Auckland.
 Unity Press, Federal Street, Auckland.
 Weeks, Ltd., Greys Avenue, Auckland.
 Whitcombe and Tombs, Ltd., Queen Street, Auckland.
 Wilson and Horton, Ltd., Herald Buildings, Queen Street, Auckland.
 Winship, W. H., 12 Ariki Street, Grey Lynn, Auckland.
 Wright and Jacques, Ltd., 52 Albert Street, Auckland.

WELLINGTON INDUSTRIAL DISTRICT

Banks, C. M., Ltd., Grey Street, Wellington.
 Beavon Bros., College Street, Wellington.
 Bryant and May, Bell and Co., Ltd., Tory Street, Wellington.
 Dickinson, John and Co. (New Zealand), Ltd., Frederick Street,
 Wellington.
 Empire Printing and Box Manufacturing Co., Ltd., Douglas Street,
 Wellington.
 Rotowax, Ltd., 124 Ghuznee Street, Wellington.
 Wellington Paper Bag Co., Ltd., 147 Tory Street, Wellington.
 Whittaker, J. H., and Sons, 167 Vivian Street, Wellington.

CANTERBURY INDUSTRIAL DISTRICT

Cooper, C. W. (Trustees of), 551 Colombo Street, Christchurch.
 Duckworth, Turner and Co., Ltd., 108 Carlyle Street, Sydenham,
 Christchurch.
 Paper Products (N.Z.), Ltd., 157 Madras Street, Christchurch.
 Premier Box Co., 433 Colombo Street, Christchurch.
 Tristan Manufacturing Co., 167 Durham Street, Christchurch.
 Weeks, Ltd., Tuam Street, Christchurch.
 Whitcombe and Tombs, Ltd., Colombo Street, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Cadbury, Fry, Hudson, Ltd., Castle Street, Dunedin.
 Coulls, Somerville, Wilkie, Ltd., Crawford Street, Dunedin.
 Evening Star Co., Ltd., 185 Stuart Street, Dunedin.
 Mackintosh, Caley, Phoenix, Ltd., Dunedin.
 New Zealand Paper Mills, Ltd., 20 Crawford 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 9th day of September, 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 9th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which This Award Applies

1. The industry to which this award applies is that of cardboard-box, carton, cardboard-container, and paper-bag making (excluding envelopes), cigarette-papers, and waxed paper products.

Hours of Work

2. (a) The hours of work shall not exceed forty per week nor eight per day, to be worked on five days of the week, Monday to Friday inclusive, between the hours of 7 a.m. and 6 p.m.

(b) A worker whose ordinary hours of work extend beyond the limits prescribed for day-workers shall be deemed to be a night-worker.

(c) Every night-worker shall receive in addition to the prescribed weekly wage an extra allowance of 15s. per week in the case of adult workers and of 7s. 6d. in the case of junior workers. A day-worker who is employed as a night-worker for less than a week shall be paid the extra allowance *pro rata* to the time worked on night shifts, with a minimum of 3s. 6d. per shift for adult workers and 1s. 9d. for junior workers.

(d) The ordinary hours shall be worked continuously each day, excepting for one meal interval.

(e) A day-worker transferred to night shift in an emergency shall have a break of ten hours before resuming day work, and his ordinary wages shall not be reduced because of the compulsory break.

Classification and Wages

3. Adult male workers—

		Per Week.		
		£	s.	d.
(a)	Adult employees whose duty it is to set up for other employees the machines in the card-board-box, carton, cardboard-container, and paper-bag making sections of the industry	7	19	4
(b)	Adult employees may be trained to become machinists or rule-benders at the following rates—			
	First year	6	16	8
	Second year	7	4	5
	Thereafter	7	16	8
(c)	Carton-rule benders	7	16	8
(d)	Cutters, creasers, carton machinists, laminating machinists, paper-bag machinists, and machinists working other machines, excluding employees engaged on machines used for box-making	7	16	8
(e)	Guillotine-machine operators—			
	First year	4	10	0
	Second year	5	3	0
	Third year	6	3	0
	Fourth year	6	17	6
	Thereafter	7	16	8
<p>Provided that this subclause shall not operate so as to reduce the wages of any worker employed at the date of the coming into force of this award.</p>				
(f)	All other adult male workers	6	16	8
(g)	Juniors—			
	First six months	1	18	6
	Second six months	2	7	6
	Third six months	2	15	3
	Fourth six months	3	4	6
	Fifth six months	3	13	6
	Sixth six months	4	2	6
	Fourth year	5	0	6
	Fifth year	5	16	8
	Thereafter adult rates.			

Provided that no worker of eighteen years shall be paid less than £2 15s. 3d. per week.

(h) Females—

			Per Week.		
			£	s.	d.
First six months	..	..	1	16	6
Second six months	..	..	2	3	6
Third six months	..	..	2	10	6
Fourth six months	..	..	2	18	0
Fifth six months	..	..	3	5	0
Sixth six months	..	..	3	12	0
Fourth year	..	..	3	19	0
Thereafter	..	..	4	11	0

Provided that no worker of eighteen years shall be paid less than £2 18s. per week: Provided, further, that no worker of twenty-one years or upwards shall be paid less than the rate prescribed by the Minimum Wage Act, 1945, and its amendments, for the time being prevailing.

(i) *Feeders*.—Male and female feeders employed on the classes of work provided for in subclauses (a) and (d) of this clause shall not alter the adjustments of the machines except such as are necessary in washing up and starting and stopping the machine. They shall not do any make-ready.

Casuals

4. (a) A casual is a worker employed for less than three weeks. A casual shall be paid 10 per cent. above the appropriate *pro rata* rate for the time worked, with a minimum of one day's pay.

(b) A female worker who by agreement is employed for more than a week but whose ordinary hours of work are less than thirty-eight per week shall be paid the *pro rata* rate calculated on the ordinary weekly wage.

Piecework

5. 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

6. Employers shall be entitled to make a rateable deduction from the wages of workers for time lost by default or 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

7. (a) The period of notice of termination of employment in the case of workers employed for less than two consecutive months shall be twenty-four hours on either side.

(b) Any worker employed for two consecutive months shall be entitled to one week's notice that his services are dispensed with, and any such worker leaving his employment shall likewise give one week's notice: Provided that nothing herein contained shall affect the right of any employer to dismiss without notice any worker guilty of such misconduct as would at common law justify the immediate dismissal of such worker.

Overtime

8. (a) Time worked on any day in excess of the hours specified in clause 2 hereof shall be paid at the rate of time and a half for the first three hours and double time thereafter; except that overtime worked not later than noon on Saturday shall be paid for at the rate of time and a half for the first four hours and at double rate thereafter.

(b) A worker who has worked on any day for more than four hours at overtime rates shall not be required to return to work at ordinary rates within ten hours of finishing the overtime. If the interval is less than ten hours, double ordinary rates shall be paid for the time by which the ten hour break is reduced.

(c) Any worker, having worked all day and night and working into the ordinary working-hours of the next day, shall be paid double time rates for all such time worked on the second day.

(d) Where a worker is required to work overtime, and such overtime does not commence within the period of three hours from the time of completing his ordinary hours of work, he shall be paid double rates for all such overtime worked. This clause shall not apply to overtime worked on Saturdays.

Call Money

9. Any worker who, having left his place of employment on completion of his day's work, is without previous notice having been given recalled to work shall receive 5s. "call money" in addition to the appropriate overtime payment. Tea-money shall not be paid.

Holidays

10. (a) The following shall be observed as holidays without deduction from pay: New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, Anniversary Day or Show Day or other day to be agreed upon between the employer and at least 75 per cent. of the workers.

(b) Payment of wages for the said holidays when such holidays fall on an ordinary working-day 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.

(c) For work done on any of the holidays specified in subclause (a) hereof or on Sundays, double rates shall be paid.

(d) Should any of the above holidays, except Anzac Day, fall on a Saturday or a Sunday, such holiday shall be observed on the next succeeding working day.

(e) Annual holidays shall be granted in accordance with the Annual Holidays Act, 1944, and its amendments.

(f) Holiday pay for piece-workers shall be at the rate of their normal average earnings which shall be determined from the records for a period of not less than four weeks during the twelve months preceding the annual holiday approved by the workers and the employers concerned.

(g) Unless the holiday period is fixed by mutual arrangement, workers shall receive at least one month's notice before leave has to be taken.

(h) Holiday pay shall be paid to workers prior to commencing their holiday period.

Meal Interval

11. No worker shall be employed for more than four hours and one-half continuously without an interval of not more than one hour for a meal. The provisions of this clause may be modified by arrangement between the employer and the workers concerned or their accredited representative, provided that it shall not be permissible to reduce the meal interval to less than thirty minutes.

Payment of Meal-money

12. (a) 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 on the previous day that he will be required to work overtime, he shall be paid meal-money of not less than 2s. 3d.

(b) Where the employer maintains a canteen at which workers may purchase meals of a standard determined by agreement between the employer and the workers, the employer may provide a meal in lieu of the meal-money provided by subclause (a).

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

Payment of Wages

13. (a) All wages, including overtime, shall be paid weekly before the ordinary time of ceasing work on any day of the week not later than Thursday.

(b) Should a holiday fall on a regular pay-day wages shall be paid on the working-day preceding or following the holiday.

Guillotine Cutting

14. Guillotine cutting shall be done only by those workers covered by subclauses (a), (b), (c), (d), and (e) of clause 3 hereof.

Manning of Machines

15. No worker shall operate power-driven machinery as specified in subclauses (a), (c), (d), and (e) of clause 3 hereof, unless at least one other person is available who can be of immediate assistance in case of accident.

Bronzing

16. Workers engaged on bronzing or dusting off shall be supplied with the necessary safeguards as prescribed by regulations issued by the Department of Labour and Employment. A worker shall not be required to work on hand-bronzing or dusting off for more than four hours in any day and, while so employed, shall be paid 6d. per hour extra.

Refreshments

17. The employer shall provide tea, milk, and sugar during each ordinary working period of not less than three hours thirty minutes, but there shall not be any interruption of production.

Transport

18. If a worker is required to start or finish work when his ordinary means of transport is not available, the employer shall provide transport to or from his home as the case may be.

Hot Water

19. Adequate supplies of hot water shall be available for the use of the workers.

First-aid Chest

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

Disputes

21. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary and president of the union, and in default of any agreement being arrived at, such dispute shall be referred to the Conciliation Commissioner or such other person as may be mutually agreed upon, who shall either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision, may appeal to the Court upon giving written notice of such appeal to the other side within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Right of Entry

22. The secretary of the union shall be entitled to enter at all reasonable times upon the premises of any employer bound by this award 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.

Workers to be Members of Union

23. (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.)

Under-rate Workers

24. (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

25. 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

26. This award shall operate throughout the Northern (including the Gisborne Judicial District), Wellington, Canterbury, and Otago and Southland Industrial Districts, save that those clauses of this award having reference to female workers shall not operate in the Otago and Southland Industrial District.

Term of Award

27. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of July, 1949, 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 9th day of September, 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 9th day of September, 1949.

[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.

A. TYNDALL, Judge.

NORTHERN, WELLINGTON, CANTERBURY, AND OTAGO AND
SOUTHLAND **CARDBOARD-BOX, CARTON, AND PAPER-BAG
MAKERS**—APPLICATION FOR EXEMPTION FROM 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 application by the New Zealand Paper Mills, Limited, Dunedin, for exemption from the Northern, Wellington, Canterbury, and Otago and Southland Cardboard-box, Carton, and Paper-bag Makers' award, dated the 9th day of September, 1949, and recorded in 49 Book of Awards

JUDGMENT OF THE COURT DELIVERED BY TYNDALL, J.

New Zealand Paper Mills, Ltd., Dunedin, is a named party to the Northern, Wellington, Canterbury, and Otago and Southland Cardboard-box, Carton, and Paper-bag Makers' award (hereinafter referred to as the Cardboard-box-makers' award). The award incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation and was made pursuant to the powers contained in section 3 (1) of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939.

The Court now has before it an application by New Zealand Paper Mills, Ltd. for total exemption from the provisions of the award. The application is made under section 3 (2) of the aforementioned Act and under section 13 (2) of the Industrial Conciliation and Arbitration Amendment Act, 1936.

The grounds in support of the application are stated as follows:—

“ That the company's workers are employed subject to the provisions of the Otago Paper-mills Employees' award (Vol. 47, page 161), clause 7 (b) of which specifically refers to bags.

“ The first award for the industry was made in 1920, (Vol. 21, page 158), and with the exception of a period during the second world war when the company was making parts of munition containers and was bound by the awards for female workers (Vols. 44/321 and 43/479—the award of 1948 (Vol. 48/641) does not apply to the company), the company has employed its workers under the provisions of the Paper-mill Employees' awards.

“ The male employees of the companies employed in the making of paper bags were otherwise provided for, viz., in the industrial agreements recorded in Vols. 42 at page 123 and 45 at page 1555.

“ It is desired that the workers employed by the applicant company should remain bound by the Paper-mills Employees' award, as has been the case in respect of male workers since 1920 and in respect of female workers for the period of their employment outside of those war years during which a new operation was carried on.”

It is true that in the Otago Paper-mills Employees' award (47 Book of Awards 161) there is a reference to adult females employed on bag machines. This reference, however, seems to have little bearing on the present application, as clause 26 of the Cardboard-box-makers' award clearly indicates that female workers in the Otago and Southland Industrial District are not covered by that award.

It is stated on behalf of the applicant company that the male employees of the companies employed in the making of paper bags were provided for in industrial agreements recorded in Books of Awards Vol. 42, page 123, and Vol. 45, page 1555. It is pointed out, however, that New Zealand Paper Mills Ltd. was not a party bound by either of the said agreements (see section 30, Industrial Conciliation and Arbitration Act, 1925).

The Otago Paper Mills Employees' award was made following the settlement of a dispute between the Auckland and Otago and Southland Wood Pulp, Paper, and Paper Products' Industrial Union of Workers and the applicant company.

The membership rule of the said union of workers reads as follows:—

Any person, whether male or female, employed or about to be employed in the Northern and Otago and Southland Industrial Districts in a wood-pulp factory, paper mill, or in the manufacture of paper products (other than a worker engaged in the manufacture of articles from paper or paper products or a worker coming within the scope of another industrial union) shall become . . .

We are of opinion that male workers engaged in the manufacture of paper-bags do not fall within the scope of the above rule, and therefore the union was not entitled to negotiate terms of employment on behalf of such workers.

Consequently we consider that the employment of male workers on such work is not covered by the Otago Paper-mills' Employees award.

In these circumstances, the application for total exemption from the Cardboard-box-makers' award must be declined.

Dated this 25th day of November, 1949.

[L.S.]

A. TYNDALL, Judge.
