
NORTHERN AND WELLINGTON TOBACCO WORKERS—AWARD

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

In the Court of Arbitration of New Zealand, Northern and Wellington Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Tobacco Products Employees Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned companies (hereinafter called “the employers”):

NORTHERN INDUSTRIAL DISTRICT

St. James's Tobacco Co. of New Zealand Ltd., Great South Road, Penrose,
Auckland.

G. Pezaro and Son Ltd., 61 Wakefield Street, Auckland.

WELLINGTON INDUSTRIAL DISTRICT

Godfrey Phillips (N.Z.) Ltd., Tory Street, Wellington.
 W.D. and H.O. Wills (N.Z.) Ltd., Richmond Street, Petone.
 Rothmans Tobacco Co. Ltd., Ahuriri, Napier.

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 31st day of March 1962 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 14th day of October 1960.

[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.: Provided that workers may be required to commence work not earlier than 7.30 a.m. and all time so worked before 8 a.m. shall be counted as overtime and paid for in accordance with the provisions of subclause (a)

of clause 5: Provided, further, that by mutual agreement between the St. James's Tobacco Co. of New Zealand Ltd., Auckland, and the majority of the workers employed in the factory concerned, the hours of work for such workers may be changed to commence not earlier than 7.45 a.m., and the agreed upon time will then become the normal starting time.

This clause to be read subject to the provisions of the Factories Act in respect of the employment of female workers.

(b) Work may be done on Saturdays between 7.30 a.m. and noon and shall be paid for as follows: First four hours at time and a half rates, and thereafter double time. All work performed after noon on Saturdays shall be paid for at double time rates.

Meal-hours

3. A period of not less than three-quarters of an hour shall be allowed all workers for a meal: Provided that, by mutual agreement between the employer and the majority of the workers in any particular factory, the meal break may be reduced to not less than one half hour.

Wages

4. (a) The minimum weekly rates of wages shall be as follows:

	Per Week	
	£	s. d.
<i>Males</i>		
16 years of age	5	0 0
16½ years of age	5	15 0
17 years of age	6	10 0
17½ years of age	7	5 0
18 years of age	8	5 0
18½ years of age	9	5 0
19 years of age	10	5 0
19½ years of age	11	5 0
20 years of age, and thereafter	12	5 0
Workers in charge of two or more workers	12	15 0
<i>Females—</i>		
Under 16 years of age	3	15 0
16 years of age	4	0 0
16½ years of age	4	10 0
17 years of age	5	0 0
17½ years of age	5	10 0
18 years of age	6	0 0
18½ years of age	6	10 0
19 years of age	7	0 0
19½ years of age	7	10 0
20 years of age, and thereafter	8	0 0

(b) The worker engaged in dipping leaf and feeding same into rollers, the two workers taking leaf from the rollers and feeding the Proctor drying-machine, and the worker receiving leaf from the drying-machine shall be paid 2½d. per hour extra while so employed.

(c) An additional 4s. 4d. shall be paid to workers each time they are engaged to clean the interior of tobacco or other type of rotary dryer.

(d) Any work performed during a meal break shall be paid for at double time rates.

Overtime

5. (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 at the rate of time and a half for the first three hours and double time thereafter.

(b) The minimum rate of payment for overtime per hour shall be not less than 3s. 2d.

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

(d) When a worker resides beyond a mile and a half from the factory and is required to commence or cease work before or after the commencement or cessation of public wheeled traffic the employer shall provide transport to or from the worker's residence.

For the purposes of this award "public wheeled traffic" shall mean trams, buses, or trains.

Weekly Employment

6. (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 or 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: Provided that nothing in this subclause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

(c) *Part-time Workers*—(i) Notwithstanding the provisions of subclause (a) of this clause where a worker is unable to accept full-time employment the employer shall pay *pro rata* the appropriate rate of wages.

(ii) This provision shall not be used for the purpose of reducing the hours of work or the earnings of any full-time worker.

(iii) Where part-time workers are employed the number shall not exceed one for every 10 or fraction thereof in the case of male workers and three for every 10 or fraction thereof in the case of female workers for the time being employed by the occupier in the factory.

Payment of Wages

7. Wages shall be paid weekly in cash and in the employer's time and not later than Wednesday in the following week. In the case of workers who are called upon to wait for payment of their wages after the normal time for ceasing work on the recognised pay-day, they shall be paid waiting time at the rate of double time for each hour or part thereof beyond such stipulated time. Each worker shall be supplied with details showing how the wages are made up.

Holidays

8. (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, the birthday of the reigning Sovereign, and factory workers' picnic-day to be held on a Saturday not later than the end of February where practicable. In the Hawke's Bay district Show Day shall be observed instead of Anniversary Day.

(b) Should any of the abovementioned holidays, except the factory workers' picnic-day and Anzac Day, fall on a Saturday or a Sunday, then for the purpose of this award such holiday shall be observed on the next working day.

(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 payment shall be made in addition to the weekly wages.

Annual Holidays

9. 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

10. (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-stemming machines, shall be supplied with a pint of hot milk daily.

(d) No male worker shall be required unassisted to lift goods exceeding 75 lb in weight and no female workers shall be required unassisted to lift goods over 30 lb in weight. Where packages as described in this clause have to be lifted to or from a height in excess of 5 ft assistance shall be given.

(e) Where tobacco refuse is loaded on to a vehicle, and such refuse is not enclosed in bags or other containers, the workers employed on such loading work shall be paid 2s. 6d. extra per hour for each hour or part thereof that they are so employed.

(f) A break of 10 minutes shall be allowed all workers as a rest period morning and afternoon.

Bonus System or Piece Work

11. Workers may be employed on piecework or on a premium bonus system, but in either case the rates payable to females shall be such as to secure to a competent female worker at least 10 per cent more than the appropriate minimum rate provided in this award. Nothing herein contained shall restrict male workers being employed on a bonus system, except that not less than the minimum weekly rate fixed in clause 4 shall be paid.

On the introduction of any system of payment by results after the coming into operation of this award, the employer shall give written notice to the secretary of the workers' union within seven days.

Meal Allowance

12. A meal allowance of 5s. shall be paid:

(a) When a worker is required to work overtime for more than one hour following the usual finishing time for the factory: Provided that this provision shall not result in any employer avoiding the working of overtime after a meal break as provided for in subclause (b) of this clause; or

(b) When workers are required to work overtime after the meal break: Provided that a minimum of two hours shall be worked before the meal allowance is payable unless the employer requires workers for a lesser period than two hours in which case the meal allowance shall still be payable; or

(c) When a worker is required to work after 1 p.m. on any Saturday, Sunday or holiday.

Overalls, etc.

13. (a) All workers shall be supplied with suitable types of protective clothing and/or overalls. The overalls to be washed by the worker weekly and, except for major repairs overalls shall be kept in a reasonable state of repair by the worker.

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

Accommodation

14. The employer shall provide accommodation in accordance with the provisions of the Factories Act 1946.

Certificate of Service

15. 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 employment. Original references shall be the property of the worker and shall be returned within 48 hours after engagement.

First-aid Outfits

16. 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.

Matters Not Provided For

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. If the committee is unable to decide the question then the Chairman shall give a decision or refer the matter to the Court. Either side shall have the right to appeal to the Court against a decision of any such Committee or Chairman upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union

18. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 18 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 21 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 section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

19. (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 14 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.

Right of Entry

20. The secretary or other authorised representative 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.

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 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 and Wellington Industrial Districts.

Term of Award

23. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the first working week in each establishment commencing on or after the 19th day of September 1960, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of March 1962.

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 14th day of October 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.