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**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.

Rothmans Tobacco Co. Ltd., Ahuriri, Napier.

W. D. and H. O. Wills (N.Z.) Ltd., Richmond Street, Petone.

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 28th day of February 1964 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 5th day of September 1962.

[L.S.]

K. G. ARCHER, 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 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 any employer 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:

<i>Males—</i>				Per Week		
				£	s.	d.
16 years of age	.....	.....	.....	5	7	6
16½ years of age	.....	.....	.....	6	3	4
17 years of age	.....	.....	.....	6	18	4
17½ years of age	.....	.....	.....	7	14	2
18 years of age	.....	.....	.....	8	15	0
18½ years of age	.....	.....	.....	9	15	0
19 years of age	.....	.....	.....	10	15	0
19½ years of age	.....	.....	.....	11	15	10
20 years of age, and thereafter	.....	.....	.....	12	16	8
Workers in charge of two or more workers	.....	.....	.....	13	6	8
<i>Females—</i>				Per Week		
				£	s.	d.
Under 16 years of age	.....	.....	.....	4	2	6
16 years of age	.....	.....	.....	4	7	6
16½ years of age	.....	.....	.....	4	17	6
17 years of age	.....	.....	.....	5	7	6
17½ years of age	.....	.....	.....	5	18	4
18 years of age	.....	.....	.....	6	8	4
18½ years of age	.....	.....	.....	6	18	4
19 years of age	.....	.....	.....	7	9	2
19½ years of age	.....	.....	.....	7	19	2
20 years of age, and thereafter	.....	.....	.....	8	10	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 3d. per hour extra while so employed.

(c) An additional 5s. 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 4s.

(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. If a worker is notified that he is required to work overtime, and such notification is cancelled after 3 p.m. on the day on which such overtime was to be worked, the worker shall be paid the meal allowance prescribed in clause 12.

(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. Where the employment is terminated by either party without the requisite notice and without good cause, one week's wages shall be paid or forfeited in lieu of notice.

(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. In the event of a statutory holiday falling on a Monday, payment of wages may be made not later than Thursday of that week in lieu of Wednesday.

### 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 the day following Show Day shall be observed instead of Anniversary Day.

(b) Should any of the above-mentioned 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 holidays 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 3s. 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 Piecework*

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. 3d. 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.

*Unqualified Preference*

18. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H 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 20th day of August 1962, 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 28th day of February 1964.

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 5th day of September 1962.

[L.S.]

K. G. ARCHER, Judge.

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MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 18 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

The rates of remuneration prescribed in the award are *not* to be increased by the application of the provisions of the Court's general order of 4 July 1962.

K. G. ARCHER, Judge.

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