

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

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

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

New Zealand Cardboard Package and Paper-Bag Manufacturers Industrial Union of Employers, 95 Courtenay Place, Wellington.

**NORTHERN INDUSTRIAL DISTRICT**

Bakers Cardboard Box Co. Ltd., Baird Road, Otahuhu, Auckland.

Banks Box Co., 16 Taylor Road, Morningside, Auckland.

Box Kraft Proprietary, 4 Abbey Street, Newton, Auckland.

Caxton Printing Works Ltd., 17 Federal Street, Auckland.

Clancy and Herdman, 313 Queen Street, Auckland.

Dominion Containers Ltd., 331 Dominion Road, Auckland.

Dominion Paper Products Ltd., 85 Anzac Avenue, Auckland.

Farmer's Trading Co., Hobson Street, Auckland.

Gillman, T. R., Ltd., Onehunga, Auckland.

Holdsworth, Thomas and Sons Ltd., 420 New North Road, Auckland.  
 Johnston Cardboard Box Co. Ltd., Penrose, Auckland.  
 K.D.V. Boxes Ltd., Taylors Road, Morningside, Auckland.  
 Leightons Ltd., Nelson Street, Auckland.  
 Mono Containers (N.Z.) Ltd., Dilworth Buildings, 5 Customs Street, Auckland.  
 New Zealand Forest Products Ltd., O'Rorke Road, Penrose, Auckland.  
 New Zealand Glass Manufacturers Co. Ltd., Penrose, Auckland.  
 New Zealand Newspapers Ltd., 20 Shortland Street, Auckland.  
 New Zealand Sisalkraft Ltd., Green Park Road, Penrose, Auckland.  
 Paper-Bags Ltd., Nelson Street, Auckland.  
 Precision Package Co., 1 Richmond Avenue, Grey Lynn, Auckland.  
 Production Tools Ltd. (Novelty Section), 5 St. Jude Street, Avondale, Auckland.  
 Robinson, E. S. and A. (N.Z.) Ltd., Totara Avenue, Auckland.  
 Service, Alex, 20 Exmouth Street, Auckland.  
 Unity Press, Federal Street, Auckland.  
 Whitcombe and Tombs Ltd., Queen Street, Auckland.  
 Wilson and Horton Ltd., Herald Buildings, Queen Street, Auckland.  
 Wright and Jacques Ltd., 52-54 Albert Street, Auckland.

#### WELLINGTON INDUSTRIAL DISTRICT

Beavon Cardboard Box Co., Beach Road, Levin.  
 Bryant and May, Bell and Co. Ltd., Tory Street, Wellington.  
 Dear Distributors Ltd., P.O. Box 134, Levin.  
 Gadsden and Co. Ltd., 35-39 Jackson Street, Petone.  
 Hygrade Packaging Co. Ltd., P.O. Box 327, Hutt Park Road, Lower Hutt.  
 Port Nicholson Box Co., 158 Jackson Street, Petone.  
 Rotowax Ltd., 125 Ghuznee Street, Wellington.  
 United Empire Box Co., Shannon.  
 United Empire Printing and Box Manufacturing Co. Ltd., Randwick Road, Lower Hutt.  
 Zig-Zag (N.Z.) Ltd., Oak Park Avenue, Wellington.

#### NELSON INDUSTRIAL DISTRICT

Griffin and Sons Ltd., Nile Street, Nelson.

#### CANTERBURY INDUSTRIAL DISTRICT

Argent Packaging Products, Blenheim Road, Christchurch.  
 Barlow Bros. Ltd., 186 Durham Street, Christchurch.  
 Cooper, C. W. (Trustee of), 551 Colombo Street, Christchurch.  
 Crown Crystal Glass Pty. Ltd., Shands Track, Hornby, 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.  
 United Empire Box Co. Ltd., Shands Track, Hornby, Christchurch, W.2.  
 Weeks Ltd., Tuam Street, Christchurch.  
 Whitcombe and Tombs Ltd., Colombo Street, Christchurch.

#### OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Argent Packaging Products, P.O. Box 255, Dunedin.  
 Cadbury, Fry Hudson Ltd., Castle Street, Dunedin.  
 Coulls, Somerville, Wilkie Ltd., 360 Cumberland Street, Dunedin.  
 Evening Star Co. Ltd., 185 Stuart Street, Dunedin.  
 Mackintosh, Caley, Phoenix Ltd., Dunedin.  
 New Zealand Paper Mills Ltd., 20 Crawford Street, Dunedin.  
 Williamson, J. T., 355 Andersons Bay Road, South 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 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 1st day of May 1963 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 12th day of February 1962.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to Which Award Applies*

1. The industry to which this award applies is that of cardboard-box, carton, cardboard and corrugated-board container, corrugated and fibre-board making, paper-bag and flexible (including plastic and synthetic) package making, sisalkraft paper making, paper products working and processing toilet paper products, cigarette papers and waxed paper products making.

##### *Hours of Work*

2. (a) The hours of work shall be on a weekly basis and shall not exceed 40 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 £1 a week in the case of adult workers and of 10s. 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-shift with a minimum of 5s. per shift for adult workers and 3s. 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 10 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 cardboard-box, cardboard container, carton, corrugated-board, and paper-bag making sections of the industry .....	14 13 0
(b) Adult employees, under the supervision of a qualified tradesman, may be trained to become machinists or rule benders at the following rates:	
First year .....	12 6 3
Second year .....	12 15 6
Thereafter .....	14 10 0
(c) Carton rule benders .....	14 10 0
(d) Cutters, creasers, carton machinists, laminating machinists, corrugated-board machinists, paper-bag machinists, and machinists working other machines excluding employees engaged on machines used for box-making .....	14 10 0
(e) Guillotine machine operators:	
Trainee guillotine operators under supervision of a qualified guillotine machine operator:	
First year .....	8 0 9
Second year .....	9 6 9
Third year .....	10 12 6
Fourth year .....	11 19 6
Thereafter .....	14 10 0
(f) All other adult workers .....	12 0 7
(g) Juniors:	
First six months .....	4 0 0
Second six months .....	4 12 6
Third six months .....	5 5 0
Fourth six months .....	5 15 0
Fifth six months .....	6 12 6
Sixth six months .....	7 5 0
Fourth year .....	8 15 0
Fifth year .....	10 0 0
Thereafter .....	14 10 0
Provided that no worker of 18 years shall be paid less than £5 5s. per week: Provided, further, that no worker of 21 years or upwards shall be paid less than £12 0s. 7d.	
(h) Females: The minimum wages per week for all females engaged on other than journeymen's work in any branch of the trade shall be:	
15 to 16 years of age .....	4 10 0
16 to 17 years of age .....	5 5 0
17 to 18 years of age .....	5 15 0
18 to 19 years of age .....	6 5 0
19 to 20 years of age .....	7 0 0
20 to 21 years of age .....	7 15 0
21 years and over .....	8 15 0

No worker shall have her wages reduced by virtue of the coming into operation of this award.

- (i) Any female worker who is unable to accept full-time employment may enter into an agreement with an employer to be employed for a specified number of hours weekly at a weekly wage *pro rata* to the award rate for the number of hours for which she is engaged. The corresponding hourly rate shall be paid for any time worked in excess of the specified weekly hours: Provided that any time worked in excess of eight hours during any day or in excess of 40 hours during any week or during any period in which full-time female workers are employed at overtime rates, shall be paid for at overtime rates. Annual holiday pay shall be at the rate of the agreed weekly wage, and ordinary wages payable in respect of any holiday shall be one-fifth of the agreed weekly wage. The written consent of the union to each engagement shall be obtained by the employer within the first week of employment, which consent shall not be unreasonably withheld.

#### *Casual Workers*

4. A casual worker is a worker who is employed for a period of less than a week. Every such worker shall be paid at the rate of 10 per cent above award rates, with a minimum of one day's pay, except on Saturday.

#### *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. Subject to the provisions of the Workers' Compensation Act, no deductions shall be made from the weekly wage fixed by this award except for time lost through the worker's sickness or default or through accident to the worker not arising out of and in the course of the employment.

#### *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 24 hours on either side.

(b) Any worker, whether on time or piecework, employed for two consecutive months in any office shall be entitled to one week's notice that his services are being dispensed with, and any such worker leaving his employment shall likewise give one week's notice. Where the employment is terminated by the employer without notice one week's wages shall be paid to the worker and where the worker leaves without notice the employer may deduct from any wages or holiday pay owing to the worker an amount not exceeding one week's wages: 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) Overtime on a Saturday shall be paid for at the rate of time and a half for the first four hours, at double rates for the next four hours, and at treble rates thereafter: Provided that if the overtime before noon is less than four hours, any overtime after noon shall be paid for at double rates for the first four hours and at treble rates thereafter.

(b) Overtime on a Sunday shall be paid for at double rates for the first eight hours and at treble rates thereafter.

(c) Overtime during any day other than Saturday or Sunday shall be paid for at the rate of time and a half for the first three hours, at double rates for the next five hours, and at treble rates thereafter.

(d) A continuous period of overtime started before midnight and finished after midnight (or noon in the case of a night-worker) shall be reckoned as overtime during the day in which it was started.

(e) A worker who has worked overtime exceeding four hours on any day and is required to return to work at ordinary rates next day shall either be allowed an interval after finishing the overtime of not less than eight hours without any deduction from his ordinary wages or shall be paid double rates in addition to his ordinary wages for any time worked within the eight hours.

(f) When an interval between finishing ordinary hours on any day and starting overtime on that day exceeds three hours, the overtime shall be paid for at double rates for the first eight hours and at treble rates thereafter.

(g) No worker shall be required nor permitted to work overtime on the night of any annual general or special meeting of the union: Provided seven days' notice of the time and the date of such meeting has been given to the employer by the workers' representative in each establishment.

#### *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. 9d. "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, and Boxing Day. For time worked on any of these holidays, payment shall be made in addition to ordinary wages, at double rates for the first eight hours and at treble rates thereafter.

(b) In addition to the holidays aforesaid, all workers shall be allowed a holiday on the day after New Year's Day and all workers shall be allowed a holiday on a day generally observed as a holiday such as Anniversary Day or Show Day: Provided that instead of either holiday, any worker entitled to it shall be allowed one day on full pay in addition to his annual holiday or shall be paid a day's wages at his ordinary rate of pay.

(c) The employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for that employer during the fortnight ending on the day of any holiday referred to in subclauses (a) and (b) of this clause: Provided that for the purposes of this subclause workers whose employment is covered by this award shall be deemed to be subject to the provisions of section 28 (2) of the Factories Act 1946 as amended by section 6 of the Factories Amendment Act 1956.

(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) The provisions of the Annual Holidays Act 1944, and its amendments, shall apply to all workers employed under this award. Where it is customary for any employer to allow annual holidays to his workers or to any class of

his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday, then that worker shall not be entitled to any wages for such period, provided it does not exceed the period of the annual holiday prescribed by this award, including any special or other holiday, but the employer shall before that date pay to him, in addition to all other amounts due to him at that date, including amounts to which he is entitled in respect of any special holidays, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.

(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 12 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: Provided that the said period of four and a half hours may be extended to not more than five hours in cases where the employer allows an interval of not less than 10 minutes in every working period of not more than three hours. 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 30 minutes.

#### *Payment of Meal-money*

12. (a) A worker who is required to work overtime exceeding one hour after his ordinary hours on any day shall be paid meal-money, and if the overtime exceeds four hours he shall be paid meal-money in respect of each complete period of four hours.

(b) When a worker has been notified that he will be required to work overtime and the notice is subsequently withdrawn, he shall be paid meal-money, but this provision shall not apply in any case where the notice has been withdrawn on the previous day or earlier.

(c) Meal-money shall not be payable in any case where the worker can reasonably and is allowed to return home for a meal between the period of overtime and his ordinary starting or finishing time, as the case may be.

(d) The amount payable as meal-money shall be 5s. 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 meal-money.

#### *Feeders*

13. Feeders may be employed at rates of wages as may be agreed upon between such workers and the employer, provided that such wages shall be not less than those defined in subclauses (g) and (h) of clause 3. An adult male



feeder after 12 months' employment as a feeder shall be paid not less than 10s. a week more than the rate prescribed for general hands. The work of feeders on the machine shall be limited to oiling, feeding, and cleaning machines, washing rollers, lifting formes, paper and rollers on or off the machine, assisting the machinist, or other general work required in the office. Male and female feeders employed on the classes of work provided for in subclauses (a) and (d) of clause 3 shall not alter the adjustments of the machine except such as are necessary in washing-up and starting and stopping the machine. They shall not do any make-ready.

#### *Payment of Wages*

14. (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) In any week when a holiday occurs wages shall be paid at least one clear day before the last normal shopping day of the week.

#### *Guillotine Cutting*

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

#### *Manning Machines*

16. 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*

17. Workers engaged on bronzing or dusting off shall be supplied with the necessary safeguards as prescribed by regulations issued by the Department of Labour. 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 1s. 2d. per hour extra.

#### *Refreshments*

18. The employer shall provide tea, milk, and sugar during each ordinary working period of not less than three hours 30 minutes, but there shall not be any unnecessary interruption of production.

#### *Transport*

19. 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 and Clothing Facilities*

20. (a) Adequate supplies of hot water shall be available for the use of the workers.

(b) It shall be the duty of the employer to provide individual cupboards or other suitable accommodation wherein employees may keep their clothes.



### *First-aid Chest*

21. 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.

### *Protective Clothing*

22. Overalls shall be supplied as required to all workers subject to this award, except that no employer shall be obliged to supply protective clothing to a worker until he has been employed for three months. Overalls means the aprons, smocks, bib overalls or other types of protection which have been customarily used by the worker concerned.

### *Disputes*

23. 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 14 days after such decision shall have been communicated to the party desiring to appeal.

### *Right of Entry*

24. 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*

25. (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*

26. (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.

#### *Application of Award*

27. 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*

28. This award shall operate throughout the Northern, Wellington, Nelson, Canterbury, and Otago and Southland Industrial Districts.

#### *Term of Award*

29. 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 commencing on or after the 18th day of December 1961, 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 1st day of May 1963.

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 February 1962.

[L.S.]

A. TYNDALL, Judge.

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#### 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.