

(11251) NORTHERN INDUSTRIAL DISTRICT **FRUIT-PRESERVING AND VEGETABLE-CANNING EMPLOYEES.**—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Auckland Fruit-preserving and Vegetable-canning Employees' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Austral Products, Ltd., 2A Rendall Place, Eden Terrace, Auckland, C. 3.

Gold Pack Products Co., 31 Rutland Street, Auckland, C. 1.
Irvine and Stevenson, Ltd., St. George Manufacturing Co., 91 Hepburn Street, Auckland, C. 1.

New Zealand Products, Ltd., Fruit-preservers, 29 St. Benedicts Street, Auckland, C. 2.

New Zealand Fruit-canning Co., Ltd., Station Road, Henderson.
Tasty Products Co., Fruit-preservers, Enfield Street, Mount Eden, Auckland, S. 1.

Thompson and Hills, Ltd., Fruit-preservers, Nelson Street, Auckland, C. 1.

Whittome, Stevenson, and Co., Ltd., Fruit-preservers, Newmarket, Auckland, S.E. 1.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by

their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 from the 12th day of October, 1936, and shall continue in force until the 11th day of October, 1938, 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 29th day of September, 1936.

[L.S.]

— E. PAGE, Judge.

SCHEDULE.

Application of Award.

1. This award shall apply to workers employed in the manufacture and/or packing of the following goods: Jam, jellies, lemon-cheese, marmalade, preserved and dried fruit, preserved vegetables, fruit-pulps, preserved ginger, jelly crystals, cordials, baking-powder, candied and drained peels, crystallized and drained fruits, spices and condiments, sauces (including Worcester sauce), soups (other than meat and fish), pickles (including chutney), vinegar, and essence (including coffee essence).

Nothing in this award shall apply to workers engaged in preserving and/or packing meat and/or fish products.

Nothing in this award shall apply to workers employed under the Wholesale Storemen and Packers' award.

Hours of Work.

2. The hours of work during the summer months (1st November to 30th April inclusive) shall be forty-four per week, to be worked between 8 a.m. and 5 p.m. on five days and 8 a.m. and noon on Saturdays, and during the winter months (1st May to 31st October inclusive) shall be forty, to be worked between the hours of 8 a.m. and 5 p.m. on Mondays to Fridays inclusive.

In the busy season night shifts may be worked for the pulping of tomatoes, and workers employed on such shifts shall be paid 2s. per shift extra.

Overtime.

3. All overtime shall be calculated daily, and shall be paid for at the rate of time and a half for first three hours in any day and double time thereafter, or 1s. 6d. per hour, whichever is the greater.

For the purpose of computing the overtime rate of pay during the forty-four-hour-week period the additional payment of 10 per cent. shall be deemed to form part of the ordinary wage.

Wages (Adults).

4. Working foremen, £4 15s. per week during the forty-hour-week period and £5 5s. per week during the forty-four-hour-week period. General hands over the age of twenty-one years, £4 per week during the forty-hour-week period and £4 8s. per week during the forty-four-hour-week period.

Wages (Youths).

			Per Week.		
			£	s.	d.
5. For first six months	..	..	0	18	6
For second six months	..	..	1	2	6
For third six months	..	..	1	7	6
For fourth six months	..	..	1	15	0
For third year	..	..	2	2	6
For fourth year	..	..	2	12	6
For fifth year	..	..	3	2	6

And thereafter the rate for adult general hands.

With an additional payment of 10 per cent. during the period in which a forty-four-hour week is observed.

		<i>Wages (Female Workers).</i>			<i>Per Week.</i>		
			£	s.	d.		
6.	For first six months	..	0	15	0		
	For second six months	..	0	19	0		
	For third six months	..	1	3	0		
	For fourth six months	..	1	7	0		
	For fifth six months	..	1	11	0		
	For sixth six months	..	1	15	0		
	For the fourth year	..	2	0	0		
	And thereafter	..	2	5	0		

With an additional payment of 10 per cent. during the period in which a forty-four-hour week is observed.

Casual Labour.

7. Casual adult male workers shall be paid 2s. 3d. per hour.

Holidays.

8. The provisions of the Factories Act, 1921-22, and its amendments, relating to holidays, statutory half-holidays, and Sundays, and to payment for work done on such days, shall apply hereto.

Termination of Engagement.

9. Not less than forty-eight hours' notice shall be given by either party of the termination of the engagement, but nothing in this clause shall prevent an employer from summarily dismissing any worker for misconduct.

Payment of Wages.

10. Wages shall be paid weekly and in the employer's time, and not later than the Friday of each week.

Bonus System.

11. (a) In all cases where a bonus is paid the basis on which the bonus is calculated shall be negotiated between representatives of the workers concerned in the factory and the employer.

(b) In factories where a bonus system is in operation no deduction shall be made from the bonus in respect to any holidays prescribed by this award or by the Factories Act.

General Conditions.

12. (a) Twenty-four hours' notice shall be given to an employee who is required to work overtime after 6 p.m., or, in lieu thereof, 1s. 6d. tea-money shall be paid.

(b) Boiling water shall be supplied for meals.

(c) The proportion of youths to adult male workers shall not exceed one youth to each two adult workers.

(d) Workers employed in damp or wet places shall be supplied with gum boots.

(e) Females working with lemons or quinces shall be supplied with gloves.

(f) Female workers shall not handle more than 28 lb. single-handed.

(g) Boys under seventeen years of age shall not handle more than 56 lb. single-handed.

(h) No deduction shall be made from the weekly wages payable hereunder except for time lost through the default or sickness of the worker or by reason of accident not arising out of and in the course of the employment.

Matters not provided for.

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

Workers to be Members of Union.

14. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in the industry to which this award relates any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(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.

(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.)

Access to Factory.

15. Every employer bound by this award shall permit the secretary or other authorized officer of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works, and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Under-rate Workers.

16. (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.

Scope of Award.

17. This award shall operate throughout the Northern Industrial District.

Term of Award.

18. This award shall come into force on the 12th day of October, 1936, and shall continue in force until the 11th day of October, 1938.

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 29th day of September, 1936.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The principal matters referred to the Court related to hours of work, wages, overtime, holidays, and general conditions.

E. PAGE, Judge.