
**DUNEDIN (TWENTY-FIVE-MILE RADIUS) FISH-TRADE
EMPLOYEES.—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 industrial dispute between the

Otago and Southland Manufacturing Chemists, Preserved Foods, Jam, and Starch Factories' Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employers") :—

National Mortgage and Agency Co., Ltd., Water Street, Dunedin.

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 as hereinafter provided and shall continue in force until the 1st day of December, 1943, 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 19th day of March, 1943.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to which Award applies

1. This award shall apply to fish-trade employees (other than (i) fishermen and (ii) workers employed in retail shops) and to workers employed in the manufacture of fish by-products.

Hours of Work

2. (a) A week's work shall consist of forty-four hours, to be worked between the hours of 6 a.m. and 6 p.m. on five days of the week, Monday to Friday inclusive, the daily hours on each of these days not to exceed eight, and four hours on Saturday, between the hours of 6 a.m. and noon. The daily hours shall be continuous, with an interval of not more than one hour for a meal.

(b) A worker shall not be employed for more than four and a quarter hours continuously without an interval for a meal.

Wages

3. The minimum rates of wages to be paid to adult workers covered by this award shall be £5 10s. per week.

Employment of Youths

4. (a) Youths employed shall be paid not less than the following rates of pay:—

	Per Week.		
	£	s.	d.
During the first six months of service	1	12	6
During the second six months of service	1	17	6
During the third six months of service	2	2	6
During the fourth six months of service	2	12	6
During the fifth six months of service	3	2	6
During the sixth six months of service, and thereafter until the age of twenty-one years is reached	..	3	12 6

(b) The proportion of youths to adult workers in any establishment shall not be more than one youth to each three or fraction of three adult workers employed.

Casual Workers

5. (a) Casual labour may be employed at 2s. 7d. per hour. When employed discharging or icing trawlers or boats, 3d. per hour extra shall be paid.

(b) The proportion of casual labourers shall be one to three or fraction of the first three adult workers employed on a weekly wage.

Shift-work

6. Shifts may be worked as required by the employer: Provided that where shifts are worked, eight hours, inclusive of meal-time, shall constitute a full shift, except on Saturday, when the shift shall not exceed four hours. Workers working shifts any portion of which falls outside the clock-hours prescribed in clause 2 hereof shall be paid 1s. 6d. per shift extra.

Overtime

7. (a) Any work done by any worker after completing the hours specified in clauses 2 and 6 hereof shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) All work done on Sunday shall be paid for at double ordinary rates.

Holidays

8. (a) The following holidays shall be observed: New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b) In the event of a holiday, other than Anzac Day, falling on a Sunday, such holiday shall be observed on the following Monday; and in the event of another holiday falling on such Monday, then such holiday shall be observed on the Tuesday.

(c) (i) Workers employed on a weekly wage shall be paid double time rates in addition to the weekly wage for time worked on the above-mentioned days, except the 2nd January and Anniversary Day, for which the rate of payment shall be time and a half in addition to the weekly wage.

(ii) Casual workers shall be paid double time rates for time worked on the above-mentioned holidays, except the 2nd January and Anniversary Day, for which the rate of payment shall be time and a half.

(d) One holiday of one week on full pay shall be allowed to each worker under this award on completion of each year of service, and such holiday shall be taken at a time to be arranged with the employer. In the event of a worker leaving his employment or being discharged for a reason other than misconduct after being in the service of the employer not less than three months, such worker shall be entitled to receive a proportionate allowance in lieu of holidays in respect of the time served.

Terms of Employment

9. (a) Not less than seven days' notice in writing shall be given by either party of the termination of the employment, except in the case of casual hands; but nothing in this clause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

(b) The employment shall be deemed to be a weekly employment, and no deduction shall be made from wages except for time lost by a worker through his own illness or default.

(c) All wages shall be paid during working-hours.

"Smoke-oh"

10. Ten minutes shall be allowed each worker each morning for "smoke-oh."

First-aid Equipment

11. Where three or more workers are employed, the employer shall provide and shall keep in a convenient place in his works a fully-equipped first-aid emergency case.

Filling in Time

12. (a) Workers may be employed at any work within or about the factory when not engaged at their usual employment.

(b) Casual workers may be employed at any work within or about the factory or at discharging trawlers or boats when not engaged at their usual employment.

General

13. (a) The employer shall provide each permanent worker with one pair of gum boots and an apron per annum.

(b) Provision shall be made to enable workers to dry their clothes, and a place shall be set aside wherein they can partake of their meals.

(c) When workers are called upon to work overtime in excess of one hour, the employer shall provide such workers with a meal or, at the employer's option, pay each worker 1s. 6d. meal-money.

(d) Suitable clothing shall be supplied to workers working in the freezer.

(e) One pair of overalls shall be supplied annually to each worker.

(f) Suitable gloves shall be provided for workers as required for work in the freezer.

Right of Entry

14. The secretary or other authorized officer of the union of workers 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.

Disputes

15. 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 shall 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 notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Extension of Hours under Factories Act

16. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended in the manner and to the extent set forth in this award in respect of each occupier of a factory bound by the provisions of this award.

General Orders under Rates of Wages Emergency Regulations 1940

17. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this award and shall have effect according to their tenor.

Workers to be Members of Union

18. (a) Subject to the provisions of section 18 (5) 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 of 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.

(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

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 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

20. 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 associa-

tion, 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 that part of the industrial district to which this award relates.

Scope of Award

21. This award shall operate within a radius of twenty-five miles of the chief post-office, Dunedin.

Term of Award

22. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of December, 1942, 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 1st day of December, 1943.

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 19th day of March, 1943.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

This award is made pursuant to section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939.

The settlement of the dispute was arrived at before the date of commencement of the Economic Stabilization Emergency Regulations, and consequently in making the award the Court is not required to have regard to the general purpose of the said regulations (Regulation 43A, subclauses (2) and (7)).

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.
