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**NELSON AND MARLBOROUGH STOREMEN AND PACKERS.—**  
**AWARD**

In the Court of Arbitration of New Zealand, Nelson and Marlborough Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Federated Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Association of Workers (hereinafter called "the union") and the under-mentioned Boards, persons, firms, and companies (hereinafter called "the employers") :—

**NELSON INDUSTRIAL DISTRICT**

- Anchor Shipping and Foundry Co., Ltd., Port Nelson.
- Black, K. M., Coffee-grinder, Bridge Street, Nelson.
- Burns, Philp, and Co., Ltd., General Merchants, New Street, Nelson.
- Cox, Vincent, Warehouseman and General Merchant, Hardy Street, Nelson.
- Gorwan Ltd., Cordial-factory, Hardy Street, Nelson.
- Harrold, P. W., Warehouse and Indent Agent, Hardy Street, Nelson.
- Ivory Bros., Ltd., Hardware and Machinery Merchants, Hardy Street, Nelson.
- Nelson Paint Co., Ltd., Bridge Street, Nelson.
- Nelson Public Hospital, Waimea Road, Nelson.
- Niven, J. J., and Co., Ltd., Selwyn Place, Nelson.
- Ross and Glendining, Warehousemen, Hardy Street, Nelson.
- Wilkins and Fields, Ltd., Hardware and General Merchants, Hardy Street, Nelson.

**MARLBOROUGH INDUSTRIAL DISTRICT**

- Clouston and Co., Ltd., Merchants, Blenheim.
- Levin and Co., Ltd., Merchants, Blenheim.
- Wairau Public Hospital, Amersfoote.

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 4th day of September, 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

##### *Definition of Workers covered by this Award*

1. (a) This award shall apply to workers substantially employed at one or more of the following classes of work—namely, receiving delivery of, collecting, stowing, handling, packing and unpacking, and despatching goods.

(b) In establishments in which both wholesale and retail businesses are carried on, the provisions of this award shall apply only to workers substantially employed in the wholesale departments of such establishments.

(c) This award shall apply only to workers who are substantially employed at work defined in subclause (a) of this clause, and shall not apply to workers who may be employed occasionally to do such work but the greater part of whose time is devoted to other work in the establishment in which they are employed.

(d) This award shall be deemed to apply to all workers employed in tool-rooms of engineering, motor-engineering, and similar factories, and shall also extend to and cover storemen and packers as defined in subclause (a) hereof who are employed by motor-vehicle makers; but shall not apply to any worker covered by the New Zealand Metal Trades Employees' award.

(e) This award shall not apply to fruit and produce merchants.

#### *Hours of Work*

2. (a) Except as hereinafter provided, the ordinary hours of work shall not exceed forty hours per week or eight hours per day and shall be worked on five days of the week between the hours of 7.30 a.m. and 5 p.m.

(b) Notwithstanding the foregoing, any worker may be employed up to four hours in excess of forty hours in any week between 7.30 a.m. and noon on the day usually observed each week as the half-holiday at ordinary rates of pay. A worker so employed shall be paid, in addition to the weekly wage, ordinary time rates assessed on an hourly basis for time worked, with a minimum payment for four hours.

(c) The day's work shall be continuous from the hour of starting save only for intervals for meals.

(d) One hour shall be allowed for the midday meal (which shall ordinarily be between noon and 2 p.m.) on each day except Saturday, but by mutual agreement between the employer and the majority of his workers less than one hour may be allowed.

(e) When any worker is required to curtail his ordinary meal period he shall be paid time and a half rates (in addition to his weekly wages) in respect of the time by which such meal period is curtailed.

(f) No worker shall be employed for more than five hours continuously without an interval for a meal: Provided that when overtime is being worked after 6 p.m. the tea interval shall be allowed not later than 5.30 p.m.

*Overtime*

3. (a) All time worked outside of or in excess of the hours provided in clause 2 hereof shall be paid for at the rate of time and a half for the first four hours and thereafter double time. Overtime shall be computed on a daily basis.

(b) When workers are ordered back to work after 6 p.m. on any day or after 1 p.m. on Saturday, the employer shall provide meals or pay each worker 1s. 9d. to enable him to obtain a meal, unless such worker has been notified on the previous day that he will be required to work overtime: Provided that where such notice has been given and the worker's services are not required, he shall still be paid the meal allowance.

*Wages*

4. (a) Storemen and packers over the age of twenty-one years shall be paid not less than £4 17s. 6d. per week.

(b) In stores where one storeman is employed and he is solely responsible for all inward and outward goods he shall be paid not less than £5 per week.

(c) "Head storeman" is a storeman employed regularly in charge of other workers. If in charge of two or more workers other than casuals and up to five such workers, he shall be paid 10s. per week extra. If in charge of over five such workers, he shall be paid £1 per week extra.

(d) Youths may be employed at not less than the following rates:—

	Per Week.		
	£	s.	d.
Under 16 years of age .. .. .	1	1	6
16 to 16½ years of age .. .. .	1	6	6
16½ to 17 years of age .. .. .	1	11	6
17 to 17½ years of age .. .. .	1	16	6
17½ to 18 years of age .. .. .	2	1	6
18 to 19 years of age .. .. .	2	9	0
19 to 20 years of age .. .. .	2	19	0
20 to 21 years of age .. .. .	3	11	6

*General Orders under Rates of Wages Emergency Regulations 1940*

5. 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.

*Proportion*

6. Each firm or employer shall be entitled to employ one junior, but the proportion of juniors to adult workers shall not exceed one to three or fraction of three.

*Weekly Employment*

7. (a) Except in the case of casuals, the employment shall be deemed to be a weekly employment, and no deduction shall be made from the weekly wage except for time lost through the worker's sickness or default or his absence from work through no fault of the employer.

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

*Casual Workers*

8. Workers employed for less than one week shall be deemed to be casuals and shall be paid not less than 2s. 7d. per hour. When casual labour is employed, a minimum of four hours shall be paid for.

*Payment of Wages*

9. Wages shall be paid weekly and in cash on any day not later than Friday and in the employer's time, except in the case of casual workers, who shall be paid immediately upon discharge.

*Holidays*

10. (a) The following shall be the recognized holidays in the undermentioned areas respectively:—

Marlborough Industrial District: New Year's Day and the day following, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and Anniversary Day.

Nelson Industrial District: New Year's Day and the day following, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and Anniversary Day or a day to be observed in lieu thereof.

(b) Any work done on Sundays or Anzac Day or on any specified holiday or on any day observed in lieu thereof shall be paid for at double time rates. The said payments shall be made in addition to the ordinary week's wages.

(c) Should any of the above holidays, except Anzac Day, fall on a Sunday, then for the purpose of this award such holiday shall be observed on the following Monday. In the event of Christmas Day and New Year's Day being observed on a Monday in pursuance of the foregoing, Boxing Day and the 2nd January shall be observed on the respective Tuesdays.

(d) In lieu of the days above prescribed as holidays, the holidays for workers working for employers whose principal business is governed by another award or industrial agreement shall be the days prescribed as holidays by such other award or industrial agreement: Provided that a storeman or packer shall not receive a lesser number of holidays than is prescribed in this award.

(e) Seven working-days' holiday on full pay shall be granted to each worker on completion of every twelve months' continuous service, at a reasonable time as determined by the employer. For the purpose of this subclause, Saturday, or the day usually observed as a half-holiday, shall not be counted as a working-day.

(f) A worker who has completed three months' service leaving the service of an employer shall be granted pay in lieu of the holiday mentioned in subclause (e) of this clause in proportion to his length of service, but this subclause shall not apply in the case of any worker dismissed for serious misconduct.

(g) With the consent of the local union concerned, any employer may agree with his workers that the holiday provided for in subclause (e) of this clause shall be taken in conjunction with the Christmas and New Year holidays.

#### *Mixing Manures*

11. Storemen and packers employed in mixing manures shall be paid 3d. per hour in addition to their ordinary wages whilst so employed.

#### *Hydrated Lime, Cement, and Basic Slag*

12. Storemen and packers employed handling hydrated lime, basic slag, or cement shall be paid 3d. per hour in addition to their ordinary wages whilst so employed: Provided that no payment shall be due unless the worker is employed for one hour or more.

#### *Accommodation*

13. In every store a space shall be set apart for the workers to hang clothing, such places as far as practicable to ensure a reasonable degree of safety. Proper lavatory accommodation and sufficient wash-hand basins shall be provided.

*Overalls, &c.*

14. Workers handling wire rope which is covered with grease shall be provided with overalls.

Workers shall be provided with gloves when cutting steel wire rope from bulk.

*Reference*

15. Each worker on leaving or being discharged from his employment shall be given, on request, within twenty-four hours thereafter, a reference in writing stating the position held and the length of service. Original references shall be the property of the worker, and shall be returned within forty-eight hours after engagement.

*First-aid Chest*

16. A properly-equipped first-aid outfit shall be provided in all stores, and shall be at all times accessible to all workers employed.

*Heavy Goods*

17. (a) No individual worker shall be required to carry any goods exceeding 200 lb. net in weight.

(b) No worker shall be called upon to handle or truck any package exceeding 3 cwt. in weight without the assistance of another worker.

(c) No junior under the age of eighteen years shall be required to lift or carry (unassisted) any weight over 70 lb.

*Right of Entry upon Premises*

18. 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.

*Workers to be Members of Union*

19. (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 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 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*

20. (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.

#### *Matters not provided for*

21. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer and the secretary 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.

#### *Application of Award*

22. 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 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*

23. This award shall operate throughout the Nelson and Marlborough Industrial Districts.

#### *Term of Award*

24. This award, in so far as it relates to wages, shall be deemed to have come into force on the 4th day of September, 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 4th day of September, 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.