

**TARANAKI, WELLINGTON, MARLBOROUGH, AND NELSON
GROCERS' SUNDRIES (GENERAL) EMPLOYEES.—AWARD**

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

In the Court of Arbitration of New Zealand, Taranaki, Wellington, Marlborough, and Nelson 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 Wellington, Taranaki, Marlborough, Nelson, and Canterbury Grocers' Sundries, Chemical, and Related Products Factory Employees' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Wellington

Ados Chemical Co., Ltd., corner of Hutt Road and Wakefield Street, Petone.

Allans Products, Howes Lane, Wellington.

Aspro Ltd., Marion Street, Wellington.

Armstrong, R. H., and Co., 202 Thorndon Quay, Wellington.

Berry, Henry, and Co., 79 Dixon Street, Wellington.

Bristol-Meyers, Ltd., Trojan House, Manners Street, Wellington.

British Laboratories, 80 Jervois Quay, Wellington.

C.O. Products, Ltd., Polish-manufacturers, 163 Adelaide Road, Wellington.

Cooper, F., Ltd., Seedsmen, Dixon Street, Wellington.

Chemical Manufacturing Co., Ngahauranga, Wellington.

Colgate-Palmolive, Ltd., Box 77, Petone.

Comstock, W. H., and Co., 6 Farish Street, Wellington.

Cyclax Ltd. (N.Z.), 162 Lambton Quay, Wellington.

Combined Distributors, Thorndon Quay, Wellington.

Dominion Polish Co., 80 Tory Street, Wellington.

Empire Manufacturing Co., Hopper Street, Wellington.

Eno, J. C., Ltd., 104-108 Dixon Street, Wellington.

Excelsior Supply Co., Victoria Street, Wellington.

Grant, E. F. S., 357 Main Road, Karori, Wellington.

Greenhill and Fitch, 23 Henry Street, Kilbirnie, Wellington.

Hardy, R. M., 33 Bond Street, Wellington.

Hillecastle Ltd., Wakefield Street, Wellington.

Joy Products, Ltd., Holland Street, Wellington.

Karitane Products, Ltd., Melrose, Wellington.

Kempthorne, Prosser, and Co., Victoria Street, Wellington.

King Kream Products, Ltd., Dundas Street, Wellington.

Kolynos Ltd. (N.Z.), Lambton Quay, Wellington.

Lambert Pharmica Co., 64 Ghuznee Street, Wellington.

Lockwood and Sons, Ltd., 97 Ghuznee Street, Wellington.

Lempriere, C. B., and Co., 15 Blair Street, Wellington.

McNight, L., 49-51 Courtenay Place, Wellington.

Marchalls Farm Products, 9-11 Blair Street, Wellington.

Middows Bros. and Taylor, Ltd., 107 Customhouse Quay, Wellington.

Margo-Margarine, 183 Rintoul Street, Wellington.

Newson and Co., Herbert Street, Wellington.

Nugget Boot Polish Co., Herbert Street, Wellington.

Osmond and Sons, Knigge Avenue, Wellington.
 Pepsodent Co., Ltd., Hannah's Buildings, Lambton Quay, Wellington.
 Peterson, S. W., and Co., 165 Vivian Street, Wellington.
 Premier Products, Ltd., Huddart Parker Buildings, Wellington.
 Q-Tol Laboratories, Ltd., Thorndon Quay, Wellington.
 Rawleigh, W. T., and Co., 99 Tory Street, Wellington.
 Sydal Proprietary, Ltd., 156 Willis Street, Wellington.
 Salmond and Spraggon, Manuka Street, Miramar, Wellington.
 Taylor, E. T., and Co., 71 Courtenay Place, Wellington.
 Techni-Chemical Products, Ltd., 21 Edward Street, Wellington.
 Wilson Chemical Co., 292-296 Taranaki Street, Wellington.

Palmerston North

Elco Products, Ltd., Manufacturing Chemists, Palmerston North.
 Loudin Bros., Ltd., Drench-manufacturers, 304 Church Street,
 Palmerston North.
 Glaxo Laboratories, Manufacturing Chemists, Bunnythorpe.
 Summit Mineral Food Co., Poultry and Stock Foods, 517 Main Street,
 Palmerston North.

Wanganui

Whitlock and Sons (Condiments), 24 London Street, Wanganui.
 Thompson, Lewis, and Co., Campbell Place, Wanganui.
 Farmers' Industries, Ltd., Taupo Quay, Wanganui.
 Smith and Smith, Victoria Avenue, Wanganui.
 Wanganui Egg Circle, 46 Victoria Avenue, Wanganui.

Masterton

Hansell Laboratories, Ltd., Manufacturing Chemists, Masterton.

Napier

Plowman, W., and Sons, Ltd., Battery Road, Port Ahuriri.
 Murtons Ltd., Manufacturing Chemists, Coronation Street, Napier.
 Mercer, H. E., Ltd., Manufacturing Chemists, Emmerson Street,
 Napier.

Hastings

Kempthorne, Prosser, and Co., Ltd., Manufacturing Chemists, Karamu
 Road, Hastings.

Waipukurau

Dennes Ice Cream Co., Ruataniwha Street, Waipukurau.

New Plymouth

Boniglo Manufacturing Co., 58 Gill Street, New Plymouth.
 Eggleton, A. S., and Sons, Veterinary Supplies, 50 Devon Street,
 New Plymouth.
 Abels Ltd., "Morah" Brand Margarine Manufacturers, Egmont
 Street, New Plymouth.
 Nutritive Foods Co., Ltd. (Royalty), 58 Gill Street, New Plymouth.

Hawera

Goodwin and Davy, Cambria Street, Hawera.
 Linnel and Co., Almond-paste Manufacturers, Princess Street, Hawera.

Stratford

Stratford Egg Circle (Carmen and Co.), Stratford.

Blenheim

Bright, S. T., Poultry-foods, Maxwell Road, Blenheim.
Ovoline Proprietary Co., Ltd. (C. J. Penny, Manager), corner of
Charles and Henry Streets, Blenheim.

Seddon

Grassmere Salt Works, Seddon, Marlborough.

Nelson

Neal and Haddow, Ltd., Poultry-foods, Trafalgar Street, Nelson.
James Baird and Co., Poultry-foods, 47 Trafalgar Street, Nelson.
Pattern Co. (The), Ltd., Cosmetics, 88 Vanguard Street, Nelson.
Park Davis Trading Co. (Agents, Hayward Bros.), 18 Lower Hardy
Street, Nelson.

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 on the 24th day of July, 1944, and shall continue in force until the 24th day of July, 1945, 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 21st day of July, 1944.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Workers covered by Award

1. This award shall apply to—

(a) Manual workers employed in the manufacture, bottling, canning, tinning, packing, wrapping, mixing, grinding of—

(i) Chemical products and/or grocers' sundries, including—

Baking-powder.	Jelly crystals.
Blue.	Malt extract.
Cereal foods.	Margarine.
Cleansing preparations.	Marmite.
Cocoa.	Peanut butter.
Coffee (grinding).	Plunket preparations.
Cooking preparations.	Polishes.
Crystallized and dried fruits and peels.	Preserved ginger.
Custard-powder.	Proprietary and/or patent medicines.
Disinfectants.	Salt.
Eggs.	Sanitary towels.
Emulsions.	Soup-powder.
Essences.	Starch.
Foodstuffs or tablets.	Tea (packing).
Honey.	Toilet preparations.
Harness-dressing.	Vinegar.
Ink (other than printers' ink).	Weetbix and similar products.
Insecticides.	Yeast.

(ii) Chemical products for veterinary, household, medicinal, manufacturing, processing, preserving, or garden use or for use as foods.

(b) Manual workers employed in cleaning and packeting seeds for retail distribution.

(c) All other manual workers in ancillary trades in the industry (other than engineers, engine-drivers, and firemen), and to manual workers in the manufacture of related products which do not now come within the provisions of any current award made by the Court or of any current industrial agreement made in accordance with the rules of any other industrial union.

Hours of Work

2. (a) Forty hours shall constitute a week's work, and eight hours in any day shall constitute a day's work. The daily hours shall be worked between 8 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

(b) Five shifts may be worked per week as required by the employer: Provided that where shifts are worked eight hours shall constitute a full shift. Workers working shifts shall be paid 2s. 6d. per shift in addition to the ordinary rates of pay prescribed in clause 4 hereof for each shift worked outside the ordinary working-hours as prescribed in subclause (a) hereof. Shift-workers shall be allowed an interval of half an hour for a meal without deduction from pay, and the hours of work shall be continuous. A worker required to work for less than three consecutive shifts shall not be deemed to be a shift-worker, but shall be paid for such work at overtime rates.

Meal-hours

3. Not less than three-quarters of an hour shall be allowed for meals, unless mutually agreed to by the employer and worker and approved by the union representative.

Wages

4. The following shall be the minimum rates of wages:—

		Per Week.		
		£	s.	d.
(a) Adult male workers	.. ..	4	15	0
(b) Junior male workers—				
16–16½ years of age	.. ..	1	1	6
16½–17 years of age	.. ..	1	6	6
17–17½ years of age	.. ..	1	11	6
17½–18 years of age	.. ..	1	16	6
18–19 years of age	.. ..	2	4	6
19–20 years of age	.. ..	2	12	0
20–21 years of age	.. ..	3	3	0
(c) Adult females	.. ..	2	12	6

(d) Junior females—		Per Week.		
		£	s.	d.
First six months .. .. .	.. .. .	0	18	6
Second six months .. .. .	.. .. .	1	2	6
Third six months .. .. .	.. .. .	1	6	6
Fourth six months .. .. .	.. .. .	1	11	0
Fifth six months .. .. .	.. .. .	1	15	0
Sixth six months .. .. .	.. .. .	1	19	0
Seventh six months .. .. .	.. .. .	2	4	0
Thereafter, or on attaining the age of twenty-one years, not less than £2 12s. 6d. per week.				

(e) A working foreman in charge of a department in which three or more adult male workers are employed shall be paid not less than 5s. above the adult male rate.

Casual Workers

5. Workers employed for less than one week shall be deemed to be casuals, and shall be paid not less than the following rates:—

		Per Hour.		
		s.	d.	
Adult males .. .. .	.. .. .	2	6	
Adult females .. .. .	.. .. .	1	6	

Increase in Rates of Remuneration

6. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the remuneration of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in *rates of remuneration* provided by the order referred to in (a) hereof applied to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

(3) The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

Overtime

7. (a) All time worked in excess of the hours prescribed in clause 2 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter. For the purpose of computing overtime, work done up to and including half an hour shall be deemed half an hour, and work done for any period exceeding half an hour and up to one hour shall count as one hour.

(b) The minimum rate of payment per hour shall be not less than 1s. 6d.

(c) When any worker is required to work overtime on any day, the employer shall provide a meal or pay such worker 1s. 9d. to enable him or her to obtain a meal, unless such worker has been notified on the day previous that he or she shall be required to work overtime: Provided that when such notice has been given and the worker's services are not required, he or she shall receive the meal allowance.

Payment of Wages

8. Wages shall be paid weekly and in cash on any day other than Saturday, and in the employer's time. Workers shall be paid immediately upon discharge.

Terms of Employment

9. (a) The employment shall be deemed to be a weekly employment, and 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 employment.

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

Certificate of Service

10. Each worker, on leaving or being discharged from his or her employment, shall, on request, within twenty-four hours thereafter, receive a certificate of service 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.

Dangerous Work

11. (a) The employers shall, in the case of workers engaged in the working of any chemical process which is dangerous to the health of the workers, provide respirators, gloves, and such other equipment as will be deemed satisfactory to the Health Department.

(b) In all cases where the use of respirators is essential, the workers shall be paid an extra 6d. per hour for all time so occupied.

Holidays

12. (a) The following shall be recognized as holidays: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, and the birthday of the reigning Sovereign.

(b) Payment for the said holidays shall be made at the same rate as for an ordinary working-day when any of the said holidays falls upon an ordinary working-day—i.e., Monday to Friday, both days inclusive.

(c) Payment of wages for the said holidays shall be made to all persons who have been employed in the factory at any time during the fortnight ending on the day on which the holiday occurs.

(d) Should any of the above holidays, except Anzac Day, fall on a Sunday, then for the purposes of this award it shall be observed on the following Monday.

(e) Any work done on Sunday or any of the above-mentioned holidays, or holidays observed in lieu thereof, shall be paid for at double time rates. The said payment shall be in addition to the ordinary weekly wage.

(f) Should any of the above holidays not be generally observed in any locality, another day may be observed in lieu thereof.

(g) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

General Conditions

13. (a) Boiling water shall be supplied for meals.
- (b) Workers employed in damp or wet places shall be supplied with gum boots, and female workers with rubber aprons or overalls.
- (c) Female workers shall not handle more than 28 lb. single-handed.
- (d) Boys under sixteen years of age shall not handle more than 56 lb. single-handed.
- (e) This award shall not operate so as to reduce the wages of any worker during his or her present employment.
- (f) A "smoke-oh" of ten minutes shall be allowed each morning.

Accommodation

14. The employer shall supply suitable dining and lavatory accommodation, as required by the Factories Act, together with facilities for changing clothes, also hot water for washing hands.

First-aid Kits

15. First-aid kits shall be provided in all factories and shall be in charge of a responsible person.

Disputes

16. The essence of this award being that the work of the employers shall not on any account whatsoever 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 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 to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court within fourteen days after such decision has been made known to the party desirous of appealing.

Right of Entry upon Premises

17. 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

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 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

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.

Exemptions

20. (a) Notwithstanding the hours of work prescribed herein, five and a half hours without an interval for a meal may be worked on the distillation plant of Lockwood and Son, Ltd., 97 Ghuznee Street, Wellington, and the peroxide plant of the Fluenzol Pty., Ltd., 167-171 Thorndon Quay, Wellington.

(b) Any other employer installing plant of the nature of that in subclause (a) hereof shall be similarly exempted.

Extension of Hours under Factories Act

21. 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 upon the terms of this award in respect of every occupier of a factory bound by this award.

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 Taranaki, Wellington, Marlborough, and Nelson Industrial Districts.

Term of Award

24. This award shall come into force on the 24th day of July, 1944, and shall continue in force until the 24th day of July, 1945.

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 21st day of July, 1944.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The principal matters referred to and settled by the Court related to classes of manufacture to be covered by award, parties, wages, minimum overtime rate, "smoke-oh," and term of award.

In making the award the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

Mr. Monteith is not in agreement on the question of wages, and his dissenting opinion follows.

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. MONTEITH

I am not in agreement with the female rates awarded. They are less than those received by other female workers performing similar work under the Taranaki and Wellington Grocers' Sundries (Canning Section) award.
