

BROWN, BARRETT (PICTON), LTD., EMPLOYEES.—AWARD

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

Brown, Barrett (Picton), Ltd., Picton.

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 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 April, 1947, 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 6th day of August, 1945.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Application of Award

1. This award shall apply to all workers engaged in connection with the industry of the manufacture, dehydrating, and/or packing of the following goods: preserved and dried fruits, preserved vegetables, fruit pulps, spices and condiments, sauces (including Worcester sauce), soups, essences, spaghetti, canned pork and beans; the cleaning, curing, preserving, and smoking of fish (or whale products in every form), the canning and packing of fish (or whale products of any kind), and the manufacture of fish pastes, &c., and shall include the processing for marketing purposes of all fish by-products.

Hours of Work

2. (a) The ordinary hours of work for workers other than shift-workers during the summer months (1st November to 30th April inclusive) shall not exceed forty-four hours per week (exclusive of overtime), with the right to work on Saturdays, and during the winter months (1st May to 31st October inclusive) shall not exceed forty hours per week (exclusive of overtime), eliminating work on Saturdays. During the summer months the workers may be given Saturday morning off, provided the employer gives twenty-four hours' notice of his intention not to work.

(b) In the case of male workers sixteen years of age or over, other than shift-workers, the ordinary hours of work during the summer months (1st November to 30th April inclusive) shall be worked between the hours of 7.30 a.m. and 5.15 p.m. on five days of the week, from Monday to Friday, both days inclusive, with the right to work on Saturdays between the hours of 7.30 a.m. and noon, and during the winter months (1st May to 31st October inclusive) shall be worked between the hours of 7.30 a.m. and 5.15 p.m. on five days of the week, from Monday to Friday, both days inclusive.

(c) Each employer shall be entitled to arrange shift-work according to the exigencies of his particular business.

(d) Workers employed on shifts shall be paid the ordinary rate of wages with the addition of 2s. per shift.

Overtime

3. All overtime shall be calculated daily, and from Monday to Friday, both days inclusive, shall be paid for at the rate of time and a half for the first three hours and double time thereafter, and on Saturdays shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

Wages

4. (a) The following shall be the minimum rates of wages for adult male workers: 2s. 10½d. per hour. (NOTE.—Total weekly wage for a full week's work, including increases in accordance with clause 5 of this award, shall be £6 5s. 9d. per week.)

A worker employed at manual work and appointed a working foreman by the employer and whose duty it is to take charge of and supervise the work of other workers shall be paid not less than 10s. per week extra.

(b) Youths under twenty-one years of age may be employed at not less than the following rates:—

Age commencing at Employment.	First Year.		Second Year.		Third Year.		Fourth Year.	Fifth Year.
	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.		
Under 16 years ..	28/6	32/6	36/6	41/6	46/-	52/-	57/6	72/6
16 to 17 years ..	32/6	36/6	41/6	45/6	51/6	56/6	62/6	72/6
17 to 18 years ..	36/6	41/6	45/6	51/6	57/6	62/6	72/6	..
18 to 19 years ..	41/6	45/6	51/6	57/6	62/6	72/6	..	..
19 to 20 years ..	45/6	51/6	57/6	62/6	72/6	..	..	..
20 to 21 years ..	57/6	62/6	..	..	..	..	..	..

Thereafter, or on attaining the age of twenty-one years, not less than the minimum rate provided herein.

(c) Female workers may be employed at not less than the following weekly rates:—

Age commencing at Employment.	First Year.		Second Year.		Third Year.		Fourth Year.	Fifth Year.
	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.		
Under 16 years ..	22/6	26/6	30/6	35/6	40/-	44/-	51/-	58/-
16 to 17 years ..	26/6	30/6	35/6	40/-	44/-	51/-	58/-	..
17 to 18 years ..	30/6	35/6	40/-	44/-	51/-	58/-	..	..
18 to 19 years ..	35/6	40/-	44/-	51/-	58/-	..	..	..
19 to 20 years ..	40/-	44/-	51/-	58/-	..	..	..	..
20 to 21 years ..	44/-	51/-	..	..	..	..	..	..

Thereafter, not less than £3 4s. 9d. per week.

(d) Female workers employed as inspectors shall receive not less than 3s. 6d. per week above the general rate for females.

(e) The weekly wage prescribed in this clause shall be increased by 10 per cent. when a forty-four-hour week is worked in accordance with subclause (a) of clause 2.

(f) Any worker on the coming into operation of this award receiving a higher rate of wages than is prescribed herein shall not have his or her wages reduced while remaining in the employment.

Increase in Rates of Remuneration

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.

Holidays

6. (a) The following days shall be observed and paid for as holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, the birthday of the reigning Sovereign, and Anniversary Day or a day in lieu thereof.

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

(c) Double rates, in addition to the ordinary weekly wages, shall be paid for any work done on Sunday or any of the days mentioned in subclause (a) hereof.

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

Payment of Wages

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

Termination of Engagement

8. Not less than one day's 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.

General Conditions

9. (a) Twenty-four hours' notice shall be given to an employee who is required to work overtime, or in lieu thereof 1s. 9d. tea-money shall be paid. Cancellation of overtime notice shall be made before midday.

(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 male workers.

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

(e) Where necessary, females shall be supplied with gloves.

(f) Females shall not be required to lift more than 28 lb. in weight.

(g) Boys of seventeen years of age and under shall not be required to lift more than 56 lb. in weight.

(h) No female shall be required to push coolers.

(i) A female worker shall be allowed time off to make morning and afternoon tea, and other female workers may partake thereof, provided there is no general cessation of work.

(j) Waterproof aprons shall be provided where work is wet or damp.

Matters not provided for

10. 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 Inspector of Factories, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Inspector, 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 desirous of appealing.

Extension of Hours under Factories Act

11. 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.

Access to Factory

12. 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 agreed between the employer and the union) upon the premises or the works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union

13. (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

14. (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 the 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

15. This award shall apply only to the parties named herein.

Term of Award

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of April, 1945, 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 April, 1947.

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 6th day of August, 1945.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the representatives of the parties. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

Mr. Prime does not think the award should be made, having regard to the requirements of the Economic Stabilization Emergency Regulations 1942.

A. TYNDALL, Judge.