

**NEW ZEALAND (EXCEPT WESTLAND) FREEZING COMPANIES'
CLERICAL EMPLOYEES.—AWARD**

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

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Canterbury, and Otago and Southland 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 Freezing and Related Trades' Industries Clerical Officers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT

Allen and Findlay, Quay Street, Auckland.
Borthwick, Thomas, and Sons (A'sia), Ltd., Tokomaru Bay.
Gisborne Sheep-farmers' Frozen Meat and Mercantile Co., Ltd.,
Customhouse Street, Gisborne.
Gisborne Refrigerating Co., Ltd., Gisborne.
Hair Bros., 61 Lowe Street, Gisborne.
Hutton, J. C. (N.Z.), Ltd., Stanley Street, Auckland.
Nelson's (N.Z.), Ltd., Childers Road, Gisborne.
New Zealand Co-operative Pig Marketing Association, Ltd.,
Hamilton.
Hellaby, R. and W., Ltd., Quay Street, Auckland.
Swift (N.Z.), Ltd., Endeans' Building, Queen Street, Auckland.
The Auckland Farmers' Freezing Co., Ltd., Queen Street, Auckland.
Westfield Freezing Co., Ltd., Auckland.
Wilson's Meats, Ltd., Endeans' Buildings, Queen Street, Auckland.
Fletcher, W. and R., Ltd., Fort Street, Auckland.

TARANAKI INDUSTRIAL DISTRICT

Hutton, J. C. (N.Z.), Ltd., Eltham.
Patea Freezing Co., Ltd., Patea.
Borthwick, Thomas, and Sons (A'sia), Ltd., Waitara.
Walker, T. H., and Sons, Ltd., Hawera.

WELLINGTON INDUSTRIAL DISTRICT

- Co-operative Dairy Producers' Freezing Co., Ltd., Waterloo Quay, Wellington.
 Co-operative Wholesale Society Co., Ltd., Wellington.
 Foley Bros., Ltd., Featherston Street, Wellington.
 Hutton, J. C. (N.Z.), Ltd., 61 Thorndon Quay, Wellington.
 Nelson's (N.Z.), Ltd., Hastings.
 Oppenheimer, Casing Co., Ltd., 9 Maginnity Street, Wellington.
 Oppenheimer, S., and Co., New Masonic Building, The Terrace, Wellington.
 Swift (N.Z.), Ltd., Wairoa.
 The Gear Meat Co., Ltd., Lambton Quay, Wellington.
 The Hawke's Bay Farmers' Meat Co., Ltd., Karamu Road, Hastings.
 The Co-operative Wholesale Society, Ltd., Longburn.
 Fletcher, W. and R. (N.Z.), Ltd., Wellington.
 The New Zealand Refrigerating Co., Ltd., Imlay, Wanganui.
 Borthwick, Thomas, and Sons (A'sia), Ltd., Masterton and Feilding.
 Richmond, W., Ltd., Market Street, Hastings.
 Wellington Meat Export Co., Ltd., Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

- The New Zealand Refrigerating Co., Ltd., Picton and Blenheim.

NELSON INDUSTRIAL DISTRICT

- Nelson Freezing Co., Ltd., Stoke, Nelson.

CANTERBURY INDUSTRIAL DISTRICT

- Canterbury Frozen Meat and Dairy-produce Export Co., Ltd., 172 Cashel Street, Christchurch.
 Kean, G. C., and Co., Ltd., 73 Cashel Street, Christchurch.
 Nicoll Bros., Ltd., 132 Burnett Street, Ashburton.
 North Canterbury Sheep-farmers' Co-op. Freezing Co., Ltd., Kaiapoi.
 Sims, Cooper, and Co. (N.Z.), Ltd., 135 Hereford Street, Christchurch.
 Swift (N.Z.), Ltd., 135 Hereford Street, Christchurch.
 Borthwick, Thomas, and Sons (A'sia), Ltd., Hereford Street, Christchurch.
 The New Zealand Refrigerating Co., Ltd., 159 Hereford Street, Christchurch.
 The New Zealand Loan and Mercantile Agency Co., Ltd., Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

- Ocean Beach Freezing Co., Ltd., Invercargill.
 Ward, J. G., and Co., Ltd., Invercargill.
 South Otago Freezing Co., Ltd., Balclutha.
 Borthwick, Thomas, and Sons (A'sia), Ltd., National Bank Chambers, Invercargill.
 The Southland Frozen Meat Co., Ltd., 12 Esk Street, Invercargill.
 Waitaki Farmers' Freezing Co., Ltd., 82 Thames Street, Oamaru.
 New Zealand Refrigerating Co., Ltd., Burnside, Dunedin.
 Ward, S. (N.Z.), Ltd., Invercargill.

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 day of the date hereof and shall continue in force until the 16th day of June, 1950, 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 16th day of June, 1948.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Persons to whom Award applies

1. This award shall apply to all clerical workers for whom provision is made in this award and to all employers in the freezing industry or any other industry related thereto where the employer is the holder of a meat-slaughterhouse licence under the Meat Act, 1939, or of a meat-export licence.

Salaries

2. (a) The following shall be the minimum rates of salaries which shall be paid by the employers to the officers of the clerical staff employed by them respectively:—

(i) The scale for male clerks shall be—

			Per Week.		
			£	s.	d.
First six months	..	..	2	5	0
Second six months	..	..	2	10	0
Third six months	..	..	2	15	0
Fourth six months	..	..	3	0	0
Fifth six months	..	..	3	7	6
Sixth six months	..	..	3	12	6
Fourth year	..	..	4	8	0
Fifth year	..	..	5	2	0
Sixth year	..	..	5	15	0
Seventh year	..	..	6	10	6
Eighth year	..	..	7	1	0
Ninth year	..	..	7	9	0
Tenth year	..	..	7	14	3
Eleventh year	..	..	8	2	0
Thereafter on merit.					

(ii) The scale for female employees shall be—

			Per Week.		
			£	s.	d.
First six months	..	..	2	2	6
Second six months	..	..	2	7	6
Third six months	..	..	2	12	6
Fourth six months	..	..	2	17	6
Fifth six months	..	..	3	2	6
Sixth six months	..	..	3	7	6
Fourth year	..	..	3	12	6
Fifth year	..	..	3	17	6
Sixth year	..	..	4	5	0
Seventh year	..	..	4	10	0
Eighth year	..	..	4	15	0
Ninth year	..	..	5	0	0
Thereafter on merit.					

(b) Female employees engaged for the major portion of their time on the following machines shall receive a payment of 6s. per week in addition to the above rates:—

- (i) Accounting and book-keeping machines, posting and analysis machines, if fitted with vertical and cross adding registers.

- (ii) Calculating-machines used for calculating-work other than adding and subtracting.
- (iii) Invoicing-machines fitted with adding registers and where any part of the keyboard is electrically operated and controlled or fitted with vertical and cross adding registers.

(c) No clerk at present employed on a permanent basis shall, by reason of this award, be transferred to a casual status unless by special arrangement with the union.

(d) No worker whose salary is increased by this award shall be discharged in consequence of its coming into operation. Workers receiving rates of pay in excess of the award rates shall not suffer any reduction in consequence of the coming into operation of the award.

(e) Any female worker who, after the coming into force of this award, is transferred for a period of two weeks or more to the full duties normally and customarily undertaken by male workers shall be paid according to the rates specified in clause 2 (a) (i) hereof for the whole of such period she is so employed. This subclause shall not prejudice the right of an employer to transfer females for the purpose of assisting male workers when insufficient work is available for females.

(f) Any previous office or clerical experience shall be taken into account in computing length of service.

Hours of Work

3. (a) The ordinary hours of work per week shall not exceed forty, of which not more than eight hours may be worked between 7.30 a.m. and 5.30 p.m. on any of the days Monday to Friday inclusive: Provided that, where warranted by special circumstances and when required by the employers, workers shall be employed on Saturday mornings and shall be paid therefor a minimum of four hours at the rate specified in clause 4 (a) hereof.

(b) Any worker coming within the scope of this award who is required to remain at home in the evenings for the purpose of attending to telephone calls shall be paid £1 1s. per week over and above his or her appropriate salary rate as set out in clause 2 (a) (i) and (ii).

(c) No employer shall require a worker to do any work at the worker's home, except as provided in the preceding subclause.

Overtime

4. (a) All work done outside of or in excess of the hours stated in clause 3 (a) above shall count as overtime and shall be paid for at the rate of time and a half for the first four hours and at double time thereafter. Such time shall be computed on a weekly basis.

(b) Any time worked before 7.30 a.m. and after 5.30 p.m. on the days Monday to Friday inclusive and before 12 noon on Saturday shall be paid for in accordance with subclause (a) of this clause.

(c) Double time rates shall be paid for all time worked after 12 noon on Saturday and all time worked on Sunday.

(d) All periods of less than half an hour but over a quarter of an hour shall be counted as half an hour.

(e) Where a worker is required to work after ordinary transport has ceased, the employer shall, if necessary, provide transport to the worker's home.

Shift-workers

5. (a) Notwithstanding anything contained in this award, weigh and/or tally clerks where required to commence work before 4.30 a.m. or after 8.30 p.m. may be employed on shifts. Eight hours shall constitute a shift (including twenty minutes' crib time and two "smoke-ohs"), and a worker shall be employed on three or more consecutive days on shift-work or the provisions of clauses 3 (a) and 4 (a), (b), and (d) shall apply.

(b) Any time worked in excess of eight hours on each of the five days of the week Monday to Friday, both days inclusive, shall be paid for at the rate of time and a half for the first four hours and double time thereafter, computed on a weekly basis.

(c) The weekly wage shall be as set out in clause 2 (a) (i) and shall be increased by an additional 25 per cent.

Meal-money

6. Any employee required to work prior to 6 a.m. on any day or after 6 p.m. on the days Monday to Friday inclusive, and after 12 noon and 6 p.m. on Saturday, Sunday, or recognized holidays as specified in clause 11 hereof, shall be paid a meal allowance of 3s. for each period so worked. This clause shall not apply to shift-workers.

Period of Engagment

7. The period of employment shall be a weekly one, except where otherwise customary.

Payment of Salary

8. Salaries shall be paid weekly, except where otherwise agreed to by arrangement between the parties concerned.

Permanent Transfers

9. Employers shall pay the fares and the travelling-expenses of their workers to the place of transfer, and shall pay their salaries during the time occupied in travelling to such place. Any period of transfer over three months shall be deemed a permanent transfer.

Temporary Transfers

10. Unless otherwise agreed, any worker transferred by his employer to work in a place at such a distance from the place where he was originally engaged as to occasion him additional living or travelling expenses shall be paid, in addition to his ordinary salary, extra actual and reasonable expenses.

Holidays

11. (a) The undermentioned shall be the recognized paid holidays, and shall not be considered as part of the annual leave: New Year's Day, Good Friday, Easter Monday, Easter Tuesday, the birthday of the reigning Sovereign, Labour Day, Anzac Day, Christmas Day, Boxing Day, and the Anniversary Day of the province or one other day in lieu thereof to be mutually agreed upon in the particular establishment.

(b) Any employee required to work on any of the holidays specified in subclause (a) of this clause shall be paid double time in addition to the weekly wage.

(c) Should any of the holidays as specified in subclause (a) of this clause, except Anzac Day, fall on a Sunday, such holiday shall be observed on the next succeeding working-day.

(d) Any employee required to work on a Sunday or holiday as specified in subclause (a) of this clause for a period of less than four hours shall receive a minimum of four hours' payment.

Annual Leave

12. (a) Every worker after twelve months' continuous service shall be entitled to annual leave in each year on full pay for a continuous period of fourteen days, and after eight

years' continuous service for a continuous period of twenty-one days on full pay. For periods under twelve months but in excess of six months a proportionate holiday shall be allowed.

(b) Provided that by mutual consent between the employer and worker the twenty-one days' annual leave may be taken in two periods.

(c) Provided, further, that the annual leave now granted to workers shall not be reduced.

Meal-room

13. Where the number of employees in an office exceeds four and such employees customarily take meals on the premises, the employer shall provide suitable accommodation for meals to the satisfaction of the Inspector.

Provision of Clothing

14. (a) Works clerks shall be provided with overalls and boots or clogs where warranted.

(b) Workers, including tally clerks, employed in or exposed to cold air from freezing or cool store chambers shall be provided with warm coats or jerseys where warranted.

Limitation of Award

15. Nothing in this award shall apply to male employees in receipt of a salary in excess of £550 per annum (excluding overtime) or to female employees in receipt of a salary in excess of £400 per annum (excluding overtime).

Disputes

16. If any dispute shall arise between the parties to this award upon any matters arising out of or in connection with this award and not specifically dealt with therein, it shall be referred to a committee comprised of two representatives of the union and two representatives of the employers, who shall appoint an independent chairman for decision. The decision of a majority of this committee shall be binding, except that any party adversely effected thereby shall have the right, within fourteen days after the decision is given, to appeal against the decision to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

Right of Entry

17. The secretary and president of the union shall have power at all reasonable times, but not so as to interfere unreasonably with the employer's business, to enter upon the premises of any employer bound by this award for all or any of the following purposes:—

- (a) To interview any worker in connection with the operation of this award:
- (b) To make any inquiries necessary for the effective operation of this award.

Workers to be Members of Union

18. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or 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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(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 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

21. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

22. This award shall come into force on the day of the date hereof, and shall continue in force until the 16th day of June, 1950.

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 16th day of June, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The only matters settled by the Court related to salaries, limitation of award, and term of award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

The rates of remuneration prescribed in this award are *not* to be increased by the application of the provisions of the Court's general orders of 9th August, 1940, and 31st March, 1942.

A. TYNDALL, Judge.
