

TARANAKI AND WELLINGTON GROCERS' SUNDRIES  
(CANNING) EMPLOYEES—AWARD

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

In the Court of Arbitration of New Zealand, Taranaki and Wellington 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 undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Karitane Products Society, Ltd., Beach Road, Island Bay, Wellington.

Mission Vineyards, Greenmeadows.

Murdock & Co., Ltd., 133 Taranaki Street, Wellington.

Pool, V. A., & Co., Lower Hutt.

Sykes, A. E., and Son, Limited, New Plymouth.

Taradale Vineyards (T. B. McDonald), Greenmeadows.

Thompson & Hills, Limited, Hastings, and Napier.

Vacuum Products (N.Z.), Limited, Fitzherbert Avenue, Palmerston North.

Vidal, A. J., and Sons, Avenue Road, Hastings East.

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 June, 1951, 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 26th day of July, 1949.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to Which Award Applies*

1. This award shall apply to manual workers employed in the vining processes, manufacture, dehydrating, vacuum processing, canning, packing, bottling, processing (including quick freeze), labelling, pulping, preparing, or handling of the following goods:—fruits, vegetables, sauces (including Worcester sauce), fish, fish liver, fish offal, whale, milk processing, cider and fruit juice, jam, lemon-cheese, marmalade, macaroni preparations, soups, stews, pickles, pulped eggs, vinegar, syrup; and to other manual workers (excepting engineers, engine-drivers, and firemen) employed at work ancillary to the industry, including the making, from any class of material, of cartons and containers for use in the factory, but shall not apply to workers who are substantially employed at work coming within the scope of any current award made by the Court of Arbitration or of any current industrial agreement made in accordance with the rules of any other industrial union.

Workers employed at work ancillary to the industry shall be paid not less than the rates provided in the appropriate award or industrial agreement while so employed.

##### *Hours of Work*

2. (a) Forty hours shall constitute a week's work and eight hours shall constitute a day's work, to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

(b) Shifts may be worked to suit the exigencies of the business; but not more than five shifts shall be worked in any week without payment of overtime. A shift shall not exceed eight hours (including half an hour crib-time). Workers employed on shifts any part of which falls outside of the hours between 7 a.m. and 5 p.m. shall be paid 3s. per shift extra.

#### Overtime

3. (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 three hours and double time thereafter: Provided that four hours may be worked up to twelve noon on Saturdays at time and a half rate. 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 not be less than 2s.

#### Wages

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

		Per Week.		
		£	s.	d.
(a)	Adult males .. .. .	6	16	8
	Provided that after two years' continuous service with the same employer the rate shall be ..	7	0	0

(b)	Youths—			
	16 to 16½ .. .. .	1	14	0
	16½ to 17 .. .. .	2	0	0
	17 to 17½ .. .. .	2	6	6
	17½ to 18 .. .. .	2	13	0
	18 to 19 .. .. .	3	3	6
	19 to 20 .. .. .	3	15	6
	20 to 21 .. .. .	4	11	0
	And thereafter the adult wage.			

		Per Week.		
		£	s.	d.
(c)	Female workers—			
	First six months .. .. .	1	10	6
	Second six months .. .. .	1	16	0
	Third six months .. .. .	2	1	6
	Fourth six months .. .. .	2	7	6
	Fifth six months .. .. .	2	13	0
	Sixth six months .. .. .	2	18	6
	Seventh six months .. .. .	3	9	6
	Thereafter .. .. .	4	10	0

(d) 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 ..	..	..	..	3	7½
Adult females ..	..	..	..	2	5½

Workers who by agreement are employed weekly for a lesser number of hours than those specified in clause 2 hereof shall be paid on a *pro rata* basis, calculated on a forty-hour week. The union shall be notified of any such agreement.

(e) A leading hand is a worker employed regularly in charge of three or more other workers (other than casuals). If in charge of three or four workers he shall be paid 7s. 6d. per week extra. If in charge of five or more workers he shall be paid 10s. per week extra.

#### *Termination of Employment*

5. Except for casual workers, not less than forty-eight hours' 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.

#### *Dangerous Work*

6. (a) Where gloves and aprons are essential, these shall be supplied by the employer.

(b) Where respirators are necessary and essential, workers while engaged in this type of work shall be paid 6d. per hour extra.

(c) Workers employed on the work of lye peeling shall be paid 6d. per hour extra while so employed.

#### *Payment of Wages*

7. Wages shall be paid weekly and in cash on any day not later than Thursday and in the employer's time. Workers shall be paid immediately upon discharge.

#### *Holidays*

8. (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) Should any of the above holidays, except Anzac Day, fall on a Saturday or a Sunday, then for the purpose of this award it shall be observed on the following Monday or Tuesday.

(d) 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.

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

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

#### *General Conditions*

9. (a) When workers are required to work overtime on any day, the employer shall provide a meal or pay each of such workers 2s. 6d. to enable him or her to obtain a meal, unless such worker has been notified before noon on the day on which overtime is to be worked 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 and a minimum of two hours' pay at the appropriate rate.

(b) Boiling water shall be supplied for meals.

(c) Workers employed in damp or wet places shall be supplied with gum boots, and rubber aprons or overalls. Where necessary overalls shall be supplied in other places.

(d) Female workers shall not handle more than 28 lb. single-handed.

(e) Boys under sixteen years of age shall not handle more than 56 lb. single-handed.

(f) This award shall not operate so as to reduce the wages of any worker during his or her present employment.

(g) Ten minutes' interval shall be allowed morning and afternoon.

#### *Meal-Hours*

10. Unless mutually agreed to by the employer and the union representative, not less than three-quarters of an hour shall be allowed for meals and all work done within the recognized meal break shall be paid for at half time rate extra.

#### *Accommodation*

11. The employer shall supply suitable dining and lavatory accommodation, together with facilities for changing clothes, also hot water for washing as prescribed by the Factories Act, 1946, and its amendments.

*Certificate of Service*

12. 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 length of service. Original references shall be the property of the worker and shall be returned within forty-eight hours after engagement.

*First-aid Kits*

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

*Disputes*

14. 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 specifically dealt with in this award, every such dispute or difference as the same shall arise 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 against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

*Right of Entry Upon Premises*

15. 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*

16. (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 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.

(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.)

#### *Workers Other Than Adults*

17. If, and so long as, the rules of the union permit any worker employed in any position or employment subject to this award, who is under the age of eighteen years, to become a member of the union without ballot or other election and upon payment of not more than half the payments provided by the rules of the union for adult workers, such worker may become a member of the union, and if such worker neglects to become a member of the union within two weeks from the date of employment the employer may, if requested so to do by the union, dismiss such worker, provided there is then a member of the union equally qualified and of similar status and ready and willing to perform the particular work required to be done.

#### *Under-rate Workers*

18. (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*

19. 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*

20. This award shall operate throughout the Taranaki and Wellington Industrial Districts.

#### *Term of Award*

21. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of June, 1949, 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 June, 1951.

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 26th day of July, 1949.

[L.S.]

A. TYNDALL, Judge.

#### MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.