

NORTHERN INDUSTRIAL DISTRICT **MARGARINE WORKERS—**  
AWARD

In the Court of Arbitration of New Zealand, Northern 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 Auckland Fruit and Vegetable Preserving and Canning, Condiments, and Related Products Manufacturing Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned companies (hereinafter called "the employers") :—

Abels, Limited, 101 Carlton Gore Road, Newmarket,  
Auckland.

Johnson Margarine, Limited, Cascade Street, Ponsonby,  
Auckland.

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 8th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

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

1. This award shall apply to workers employed in the manufacture of margarine and associated products.

##### *Hours of Work*

2. Except where otherwise provided, the ordinary hours of work shall not exceed forty hours in any one week or eight in any one day and shall be worked between the hours of 7 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

*Definition*

3. For the purpose of this award a shift-worker shall be deemed to be a worker who is not regularly employed under the hours prescribed in clause 2 hereof.

*Shifts*

4. (a) Shifts may be worked as required by the employer. The ordinary hours of work for a shift-worker shall not exceed five eight-hour shifts per week which shall be worked between midnight Sunday/Monday and 8 a.m. Saturday.

(b) Each shift shall not exceed eight hours, including half an hour's crib time, and five shifts shall constitute a week's work.

(c) Workers employed on shifts shall be paid 2s. 6d. per shift in addition to their ordinary rate of pay if the shift finishes at or before midnight, and 3s. if the shift finishes after midnight but at or before 8 a.m.

(d) Any time worked in excess of or outside of the hours prescribed in subclause (a) hereof shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter, overtime to be computed daily.

Overtime worked on Saturdays shall be paid for at the rate of time and a half for the first four hours and at the rate of double time thereafter.

(e) This clause shall apply only where shifts are worked on five or more consecutive days. The eight-hour shift shall not be broken except for meals.

This subclause shall not apply to a day-worker relieving a shift-worker during a temporary absence.

*Wages*

5. (a) *Adults*.—The minimum rate of wages for adult male workers shall be £7 10s. per week.

(b) *Youths*.—Youths may be employed at not less than the following rates of wages:—

	Per Week.		
	£	s.	d.
Under 16 years of age ..	2	9	6
From 16 to 16½ years of age ..	2	15	0
From 16½ to 17 years of age ..	3	0	0
From 17 to 17½ years of age ..	3	9	0
From 17½ to 18 years of age ..	3	18	0
From 18 to 19 years of age ..	4	7	6
From 19 to 20 years of age ..	5	0	0
Thereafter at the rates prescribed for adults.			

(c) *Females*.—Females may be employed at not less than the following rates of wages:—

	Per Week.		
	£	s.	d.
For the first six months .. .. .	2	17	6
For the second six months .. .. .	3	3	0
For the third six months .. .. .	3	9	0

Provided that on attaining nineteen years of age not less than the rate prescribed for that age shall be paid—

	Per Week.		
	£	s.	d.
From 19 to 20 years of age .. .. .	3	18	6
Thereafter .. .. .	4	10	0

### *Payment of Wages*

6. (a) Wages shall be paid weekly and in the employer's time on the regular pay day, which shall be not later than Thursday, or on a day to be mutually arranged between the employer and employees.

(b) When a worker is discharged or leaves a job, he shall be paid without delay.

### *Overtime*

7. (a) All time worked outside of or in excess of the hours fixed in clause 2 hereof shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Overtime shall be computed on a daily basis.

(b) Time worked on Saturday shall be paid for at the rate of time and a half for the first four hours and at the rate of double time thereafter, provided that time worked after 12 noon on Saturdays shall be paid for at the rate of double time.

(c) A minimum of four hours shall be paid for Saturday work.

(d) Any time worked in excess of five hours without an interval of half an hour for a meal shall be paid for at overtime rates.

(e) When it is necessary that overtime shall be worked, preference shall be given to the company's regular employees covered by this award.

(f) Nothing in this clause shall apply to shift-workers.

### *Holidays*

8. (a) The following holidays shall be allowed without deduction from wages: New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary Day.

(b) Time worked on a Sunday or on any of the holidays mentioned in subclause (a) hereof shall be paid for in accordance with the provisions of the Factories Act, 1946. Shift-workers shall be paid at this rate also for all work done on any of the above-mentioned days.

(c) In the event of a holiday, other than Anzac Day, falling on a Saturday or Sunday, such holiday shall be observed on the succeeding Monday or Tuesday and in the event of any other holiday falling on such Monday, such holiday shall be observed on the succeeding Tuesday.

(d) When a holiday, other than Anzac Day, falls on a shift-worker's day off, he shall be paid eight hours' pay at ordinary rates in addition to his weekly wage for that day.

#### *Annual Holidays*

9. The provisions of the Annual Holidays Act, 1944, shall apply to workers covered by this award.

#### *Accident*

10. A modern first-aid emergency case, fully equipped, shall be kept by the employer in a convenient and accessible place.

#### *Meal-money*

11. (a) The employer shall provide a meal or allow meal-money at the rate of 2s. 6d. per meal when the worker is called upon to work three hours or longer after his usual daily time of knocking-off.

(b) Except in the case of shift-workers, a worker shall not work continuously for more than five hours without being allowed not less than half an hour for a meal.

#### *General Provisions*

12. (a) No deduction shall be made from the wages specified herein except for time lost by reason of the default of the worker, or by reason of his illness, or of any accident suffered by him.

(b) One week's notice of the termination of employment shall be given by either party, but nothing herein contained shall prevent the employer from summarily dismissing a worker for misconduct.

(c) An interval of ten minutes shall be allowed each morning and afternoon without deduction of pay, and in the case of shift-workers two paid breaks of ten minutes shall be allowed, provided that there shall be no cessation of work.

(d) The employer shall provide each employee with one set of working clothing suitable to the nature of the work each six months and one pair of boots or gum boots each year.

(e) Workers handling caustic and sulphuric acid shall be provided with gloves and glasses whilst so employed.

(f) Dining room, washing room, and change room shall be provided in accordance with the Factories Act, 1946.

(g) Men employed in the yard or working outside shall be provided with waterproof coats in wet weather.

(h) No female shall be required to lift packages over 40 lbs. in weight. No male under eighteen years of age shall be required to lift packages over 70 lbs. in weight.

### *Disputes*

13. 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 settled between the employer's representative 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 Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation 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.

### *Access to Factory*

14. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (whose consent shall not be unreasonably withheld), be entitled to enter at all reasonable times on the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

### *Exemptions*

15. This award shall not apply to any worker who is paid at a rate in excess of £450 per annum excluding overtime and special payments, or to the laboratory staff.

### *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.)

#### *Under-rate Workers*

17. (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.

*Scope of Award*

18. This award shall operate throughout the Northern Industrial District.

*Term of Award*

19. 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 8th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

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

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

[L.S.]

A. TYNDALL, Judge.