

**NELSON INDUSTRIAL DISTRICT FRUIT-PRESERVING AND  
VEGETABLE-CANNING EMPLOYEES—AWARD**

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

Kirkpatrick, S., and Co., Ltd., Nelson.

Stevenson, W., Irvine and Stevenson, Motueka.

Tally, Mr., Manager, Golden Bay Fish Co., Motueka.

Thompson and Hills, Ltd., Motueka.

Victetta Brothers, Trafalgar Street, Nelson.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the abovementioned 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 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 14th day of December, 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 3rd day of February, 1950.

[L.S.]

A. TYNDALL, Judge.

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SCHEDULE

*Application of Award*

1. This award shall apply to all workers engaged in connection with the industry of the manufacture, canning and bottling, dehydrating, and/or packing of the following goods: jams, jellies, lemon-cheese, marmalade, preserved and dried fruits, preserved vegetables, fruit-pulps, cider and fruit juices, preserved ginger, jelly crystals, cordials, baking-powder, candied and drained peels, crystallized and drained fruits, spices and condiments, sauces (including Worcester sauce), soups, pickles (including chutney), vinegar, essences (including coffee essence), and spaghetti, fish pastes, and stews.

*Hours of Work*

2. (a) The ordinary hours of work shall not exceed eight per day to be worked on five days of the week, Monday to Friday, and except in the case of shift-workers, between 7.30 a.m. and 5.15 p.m.

(b) Shifts may be worked as required by the employer.

(c) Shifts worked substantially outside the hours mentioned in subclause (a) hereof shall be paid for at the rate of 3s. per shift in addition to the ordinary rate.

*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 pay for adult male workers :—

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 in a permanent department of the business, shall be paid not less than 10s. per week above the rate for general hands.

General hands, £7 per week.

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

Age at Commencement of 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 .. ..	35/-	40/-	48/-	56/-	63/-	72/-	80/-	95/-
16 to 17 .. ..	42/-	50/-	56/-	64/-	72/-	79/-	87/-	..
17 to 18 .. ..	57/-	63/-	71/-	79/-	85/-	90/-	95/-	..
18 to 19 .. ..	63/-	69/-	77/-	84/-	90/-	95/-	..	..
19 to 20 .. ..	70/-	76/-	84/-	90/-	..	..	..	..
20 to 21 .. ..	77/-	84/-	..	..	..	..	..	..

Thereafter, or on attaining the age of twenty-one, not less than the minimum rate provided for general hands.

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

Age at Commencement of 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 .. ..	32/-	38/-	42/-	49/-	56/-	63/-	74/-	84/-
16 to 17 .. ..	37/-	43/-	50/-	57/-	64/-	73/-	81/-	..
17 to 18 .. ..	43/-	50/-	56/-	63/-	71/-	79/-	..	..
18 to 19 .. ..	50/-	56/-	62/-	70/-	78/-	..	..	..
19 to 20 .. ..	56/-	63/-	71/-	77/-	..	..	..	..
20 to 21 .. ..	63/-	74/-	..	..	..	..	..	..

Thereafter, not less than £4 12s. 6d.

(d) Female workers employed as inspectors shall receive not less than 2s. per day above the general rate for females.

(e) No deduction shall be made from the weekly wages provided herein for any cause save for time lost through the worker's own default, sickness or accident not arising out of the employment; but female workers shall be permitted a total of one week's absence without deduction in any one year.

### *Holidays*

5. (a) The following days shall be observed as holidays without deduction from pay: New Year's Day, the day following New Year's Day or a day to be observed in lieu thereof to be mutually arranged between the union and the employer, 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*

6. Where possible, wages shall be paid weekly and in the employer's time and not later than Friday of each week: Provided, however, that where in any factory or works it is customary to pay wages at fortnightly intervals, workers coming within the scope of this award shall receive their wages in accordance with the general custom prevailing in the factory or works.

### *Termination of Engagement*

7. 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*

8. (a) Twenty-four hours' notice shall be given to an employee who is required to work overtime or in lieu thereof 2s. 6d. 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 gumboots.

(e) Girls working with acid fruits shall be supplied with gloves.

(f) Female fillers shall not handle more than 28 lb. in weight.

(g) Boys of seventeen years of age and under shall not handle 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*

9. 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 desiring to appeal.

#### *Access to Factory*

10. 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*

11. (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*

12. (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*

13. 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 district to which this award relates.

*Scope of Award*

14. This award shall operate throughout the Nelson Industrial District.

*Term of Award*

15. This award, in so far as it relates to wages, shall be deemed to have come into force on the 15th day of December, 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 14th day of December, 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 3rd day of February, 1950.

[L.S.]

A. TYNDALL, Judge.

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**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.

A. TYNDALL, Judge.

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