

OTAGO AND SOUTHLAND FISH TRADE EMPLOYEES—AWARD

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Otago and Southland Manufacturing Chemists, Preserved Foods, Jam, and Starch Factories Employees Industrial Union of Workers (hereinafter called “the union”) and the undermentioned companies (hereinafter called “the employers”):

National Mortgage and Agency Co. of N.Z. Ltd., 49 Water Street, Dunedin.

Otakou Fisheries Ltd., 442 Moray Place, Dunedin.

Southern Fisheries Ltd., 442 Moray Place, Dunedin.

Vauxhall Fish Supply (T. C. Earnshaw), Portobello Road, Dunedin

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 31st day of January 1958 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 7th day of August 1956.

[L.S.]

W. F. STILWELL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to fish-trade employees (other than (i) fishermen and (ii) workers employed in retail shops) and to workers employed in the manufacture of fish by-products.

Hours of Work

2. (a) The ordinary hours of work shall not exceed forty per week nor eight per day, and shall be worked on the five days of the week, Monday to Friday, between the hours of 7 a.m. and 5 p.m.

(b) A worker shall not be employed for more than four and a quarter hours continuously without an interval for a meal.

Wages

3. (a) The rate of wages payable to adult male workers covered by this award shall be £10 2s. 6d. per week.

(b) *Special Provisions Applying to Otakou Fisheries, Ltd.*:—

(i) Females may be employed at Otakou Fisheries, Ltd., in packing fish and picking livers at the rate of £6 13s. 4d. per week. If casual female workers are employed, they shall be paid 4s. 2½d. per hour.

(ii) No female shall be required to lift more than 28 lb. in weight.

(iii) Separate dressing and sanitary accommodation shall be provided for females.

Employment of Youths

4. (a) Youths employed shall be paid not less than the following rates of pay:—

	Per Week		
	£	s.	d.
During first six months of service	3	11	6
During second six months of service	4	2	6
During third six months of service	4	14	6
During fourth six months of service	5	9	6
During fifth six months of service	6	5	0
During sixth six months of service and thereafter until the age of twenty-one is reached	7	5	6

(b) The proportion of youths to adult workers in any establishment shall not be more than one youth to each two or fraction of two adult workers employed.

Casual Workers

5. (a) Casual workers may be employed at 5s. 1d. per hour.

(b) The proportion of casual labourers shall be one to three or fraction of the first three adult workers employed on a weekly wage.

Shift Work

6. Shifts may be worked as required by the employer: Provided that where shifts are worked, eight hours, inclusive of meal-time shall constitute a full shift, except on Saturday, when the shift shall not exceed four hours. Workers working shifts any portion of which falls outside the clock-hours prescribed in clause 2 hereof shall be paid 3s. 6d. per shift extra.

Increase in Rates of Remuneration

7. The rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953, and dated the 28th day of October 1954.

(EXPLANATORY NOTE.—The general order of the 28th October 1954 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 13 per cent thereof, but excluded from the scope of the increase—

(1) Such portion of the remuneration of each worker in each week as exceeded the amount of £12 in the case of adult male workers, the amount of £9 in the case of adult female workers, and the amount of £7 in the case of male and female workers under the age of 21 years; and

(2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term "remuneration" means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

Overtime

8. (a) Any work done by any worker outside or in excess of hours specified in clauses 2 and 6 hereof shall be paid for at the rate of time and a half for the first three hours in any one day, and thereafter double time, except in the case of overtime on Saturday, when the first four hours shall be paid for at the rate of time and a half.

(b) All work done after noon on Saturday or on Sunday shall be paid for at double ordinary rates. If a worker is required to attend at the factory on Saturday or Sunday a minimum of two hours shall be paid for.

Holidays

9. (a) The following holidays shall be observed: New Year's Day, 2nd January, Anniversary Day or a day in lieu thereof, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b) In the event of a holiday, other than Anzac Day, falling on a Saturday or on a Sunday, such holiday shall be observed on the following Monday; and in the event of another holiday falling on such Monday, then such holiday shall be observed on the Tuesday.

(c) For all time worked on the above days, double time rates shall be paid.

(d) Holidays shall be allowed in accordance with the Annual Holidays Act 1944.

Terms of Employment

10. (a) Not less than seven days' notice in writing shall be given by either party of the termination of the employment, except in the case of casual hands; but nothing in this clause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

(b) The employment shall be deemed to be a weekly employment, and no deduction shall be made from wages except for time lost by a worker through his own illness or default.

(c) All wages shall be paid during working-hours.

"Smoke-oh"

11. Ten minutes shall be allowed each worker each morning and afternoon for "smoke-oh".

First-aid Equipment

12. Where three or more workers are employed, the employer shall provide and shall keep in a convenient place in his works a fully-equipped first-aid emergency case.

Filling in Time

13. (a) Workers may be employed at any work within or about the factory in general work in painting, scrubbing, and general labouring work on trawlers, when not engaged at their usual employment.

(b) Casual workers may be employed at any work within or about the factory or at discharging trawlers or boats when not engaged at their usual employment.

General

14. (a) Each permanent worker shall be paid 3s. 9d. per week as gum-boot, apron, and overall allowance. Such allowance shall be paid at half-yearly intervals or upon termination of employment.

(b) Provision shall be made to enable workers to dry their clothes, and a place shall be set aside wherein they can partake of their meals.

(c) When workers are called upon to work overtime in excess of one hour, the employer shall provide such workers with a meal or, at the employer's option, pay each worker 4s. meal-money. Such payment shall not be subject to the increase provided for in clause 7 hereof.

(d) Suitable clothing, other than that mentioned in subclause (a) of this clause, shall be supplied to workers working in the freezer.

(e) Suitable gloves shall be provided for workers as required for work in the freezer.

(f) The present practice as to discharging trawlers shall be continued.

(g) If a worker is required to attend at the factory on Saturday or Sunday, a minimum of two hours shall be paid for.

(h) Workers employed in the manure factory in the cooking and handling of raw offal shall be paid an additional minimum payment of 2s. per day.

(i) Heating facilities shall be provided in each factory.

Right of Entry

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 sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 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.

Disputes

18. 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 Conciliation Commissioner, who shall either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Application of Award

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

Scope of Award

20. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award

21. This award, in so far as it relates to the rates of wages, shall be deemed to have come into force on the 18th day of July 1956, and so far as all other provisions of the award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of January 1958.

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 7th day of August 1956.

[L.S.]

W. F. STILWELL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

W. F. STILWELL, Judge.