

C. H. SLATER LTD. FRUIT AND PRODUCE EMPLOYEES—AWARD

In the Court of Arbitration of New Zealand, Wellington Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Federated Storemen and Packers (Other than in Retail Shops) and Warehouse Employees (Other than Drivers and Clerks) Industrial Association of Workers (hereinafter called “the union”) and the undermentioned company (hereinafter called “the employers”):

Slater, C. H., and Co. Ltd., Hastings.

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 17th day of June 1960 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

- (1) Such portion of the remuneration of each worker in each week as exceeded the amount of £13 in the case of adult male workers, the amount of £9 15s. in the case of adult female workers, and the amount of £7 10s. 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.)

Payment of Wages

6. Wages shall be paid weekly in cash in ordinary working hours.

Overtime

7. (a) All time worked outside or in excess of the daily hours prescribed in clause 2 of this award shall be considered overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) When a worker is required to work overtime after the evening meal interval or on Saturday, Sunday, or holiday, he shall be paid a minimum of two hours' overtime.

(c) When workers are required to work after 6 p.m. on any day, Monday to Friday inclusive, the employer shall provide a meal or pay each worker 4s. 9d. to enable him to obtain a meal.

Where a worker is required to continue to work after noon on a Saturday or a Sunday, he shall be paid 4s. 9d. meal money, unless such worker has been given notice the previous day that he will be required to work overtime.

The meal money allowance shall not be subject to the provisions of clause 5.

Weekly Employment

8. (a) Except in the case of casuals, the employment shall be deemed to be a weekly employment, and no deduction shall be made from the weekly wage except for time lost through the worker's sickness, accident, or default.

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

Holidays

9. (a) The following shall be the recognised holidays: New Year's Day, 2 January, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, Anzac Day, and Show Day.

(b) All time worked on holidays mentioned in subclause (a) of this clause, or on Sunday, shall be paid for at the rate of double time in addition to the ordinary rates prescribed for the respective classes of workers defined in clauses 3 and 4 of this award.

(c) All holidays mentioned in subclause (a) of this clause shall be paid for as an ordinary working-day of eight hours.

(d) Should any of the abovementioned holidays, except Anzac Day, fall on a Saturday or a Sunday, then for the purposes of this award such holiday shall be observed on the following Monday. In the event of Christmas Day and New Year's Day being observed on a Monday in pursuance of the foregoing, Boxing Day and 2 January shall be observed on the Tuesdays following the respective Mondays.

(e) Subject to the provisions of the Annual Holidays Act 1944, and its amendments, each worker shall be given an annual holiday of two weeks on full pay.

"Smoke-oh"

10. A rest period of 10 minutes' duration shall be allowed at the end of every two hours worked.

Right of Entry

11. The secretary or other authorised 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.

First-aid Outfit

12. A first-aid outfit shall be kept in a place easily accessible to the workers.

Accommodation

13. The employer shall provide suitable dining and lavatory accommodation, together with facilities for changing of clothes.

Matters Not Provided For

14. Any dispute in connection with any matter not provided for in this award shall be settled between the employer and the president or secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Inspector of Awards, 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 seven days after such decision shall have been communicated to the party desiring to appeal.

Workers to be Members of Union

15. (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 18 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 21 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

16. (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 14 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

17. This award shall apply to C. H. Slater Ltd., Hastings.

Term of Award

18. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 3rd day of December 1958, 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 17th day of June 1960.

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 17th day of December 1958.

[L.S.]

A. TYNDALL, 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.

A. TYNDALL, Judge.