

NORTHERN INDUSTRIAL DISTRICT STOREMEN AND PACKERS—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Auckland United Storemen and Packers (other than in Retail Shops) and Warehouse Employees (other than Drivers and Clerks) Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned council, boards, firms, and companies (hereinafter called “the employers”):

Abel Dykes Ltd., Printers, Lorne Street, Auckland.
Abels Ltd., Manufacturers, 101 Carlton Gore Road, Newmarket, Auckland.
Akrad Radio Corp. Ltd., Haszard Street, Waihi.
Alpe Bros. and Co. Ltd., Printers, Fort Street, Auckland.
Ambler and Co. Ltd., Clothing Manufacturers, Wellesley Street, Auckland.
Arthur Ltd., Richard and Raymond Eder, Auctioneers, Queen Street, Auckland.
Associated Engineering N.Z. Ltd., Automotive Component Manufacturers, Jellicoe Road, Panmure, Auckland.
Auckland City Council, Town Hall, Auckland.
Auckland Electric Power Board, Queen Street, Auckland.
Auckland Gas Co. Ltd., Wyndham Street, Auckland.
Auckland Hospital Board, Kitchener Street, Auckland.
Auckland Milk Treatment Corp., 132 Rockfield Road, Auckland.
Banks Box Co., Cardboard Box Manufacturers, 16 Taylors Road, Auckland.
Bay of Islands Dairy Co. Ltd., Moerewa.
Bay of Plenty Dairy Co. Ltd., Edgecumbe.
Biss Thew and Co. Ltd., Wine and Spirit Merchants, 6 Como Street, Takapuna, Auckland.
Bond and Bond Ltd., Merchants, Commerce Street, Auckland.
Bridgens and Co. Ltd., Boot and Shoe Manufacturers, 326 New North Road, Auckland.
Browne Ltd., Geo. J., Ironmongers, High Street, Auckland.
Burgess Fraser Ltd., Merchants, Barton Street, Hamilton.
Burns and Co. Ltd., John, Hardware Merchants, Customs Street, Auckland.
Bycrofts Ltd., Flour Millers, Shortland Street, Auckland.
Clark and Matheson Ltd., Printers and Stationers, Albert Street, Auckland.
Clark Bros. Ltd., G. H., Sack and Bottle Merchants, 40 Drake Street, Auckland.
Collins Bros. Ltd., Stationers, Wyndham Street, Auckland.
Colonial Ammunition Co. Ltd., Mount Eden, Auckland.
Country Motor Freight Depot, Storage Contractors, The Strand, Auckland.
Daisy Products Ltd., Tea and Coffee Merchants, 109 Nelson Street, Auckland.
Dalgety and Co. Ltd., Wine and Spirit Merchants, 34 Vine Street, Whangarei.
Dominion Motors Ltd., Motor Importers, Albert Street, Auckland.
E.F.M. Electric Co. (N.Z.), Electric Appliances, 78 Nelson Street, Auckland.
Farmers Co-operative Auctioneering Co. Ltd., Merchants, Victoria Street, Hamilton.
Fisher and Paykel Ltd., Mount Wellington, Auckland.
Foodstuffs Ltd., Khyber Pass Road, Auckland.
Hamilton Wine Co. Ltd., Wine and Spirit Merchants, London Street, Hamilton.
Hill and Plummer Ltd., Oil and Colour Merchants, Queen Street, Auckland.

Hirst and Co. Ltd., S. G., Wine and Spirit Merchants, King Street, Whakatane.
 Jonas Ltd., C. T., Bedding Manufacturers, Lorne Street, Auckland.
 Jones Ltd., J., Produce and Hardware Merchants, City Markets, Auckland.
 Kempthorne Prosser and Co., N.Z. Drug Co. Ltd., Drug Merchants, Albert Street, Auckland.
 Korma Mills Ltd., Hosiery and Garment Manufacturers, 691 Mount Albert Road, Auckland.
 Lister Separator Co. (N.Z.) Ltd., Merchants and Importers, Anzac Avenue, Auckland.
 Lusteroid Pty. (N.Z.) Ltd., Lacquer Manufacturers, Hamer Street, Auckland.
 MacEwans Machinery Ltd., Engineers, Great South Road, Penrose.
 Morris Black and Matheson Ltd., Importers, 9 Gore Street, Auckland.
 Motor Traders (N.Z.) Ltd., Motor Parts Merchants, Cook Street, Auckland.
 Mount Ltd., Iron and Steel Merchants, Crowhurst Street, Newmarket, Auckland.
 Murray Roberts and Co. Ltd., General Merchants, Customhouse Street, Gisborne.
 National Electric and Engineering Co. Ltd., Manufacturers and Importers of Electrical Goods, Customs Street, Auckland.
 National Mortgage and Agency Co. (N.Z.) Ltd., Great South Road, Otahuhu, Auckland.
 National Trading Co. Ltd., 1 Emily Place, Auckland.
 Nestles Co. (N.Z.) Ltd., Confectioners, 1 Cleveland Road, Auckland.
 New Zealand Co-operative Dairy Co. Ltd., Anzac Avenue, Auckland.
 New Zealand Express Co. Ltd., Carriers, Customhouse and Forwarding Agents, Fort Street, Auckland.
 New Zealand Farmers Fertiliser Co. Ltd., Yorkshire Insurance Building, Shortland Street, Auckland.
 New Zealand Industrial Gases Ltd., Welding Supplies, Great South Road, Auckland.
 New Zealand Loan and Mercantile Agency Co. Ltd., General Merchants, Albert Street, Auckland.
 New Zealand Newspapers Ltd., Printers and Publishers, Shortland Street, Auckland.
 North Auckland Electric Power Board, Dargaville.
 Northern Automobiles Ltd., Motor Engineers and Importers, Albert Street, Auckland.
 Phillips Electrical Industries Ltd., 143 Hobson Street, Auckland.
 Reid (N.Z.) Rubber Mills Ltd., Manufacturers of Rubber Goods, Great South Road, Penrose, Auckland.
 Ross and Glendining Ltd., Elliott Street, Auckland.
 Sargood Sons and Ewen Ltd., Warehousemen, Victoria Street, Auckland.
 Senior Foundry Ltd., Manufacturers and Iron Merchants, Halsey Street, Auckland.
 Shacklock Ltd., H. E., Ironfounders, Fort Street, Auckland.
 Smart and Dennis, Wine and Spirit Merchants, 164 Victoria Street, Hamilton.
 Sutherland and Co. Ltd., W., Leather Merchants, Cook Street, Auckland.
 Thompson and Hills Ltd., Fruit Preservers and Jam Manufacturers, Nelson Street, Auckland.
 Ultimate Ekco (N.Z.) Ltd., 6-14 Quay Street, Auckland.
 Waikato Hospital Board, Marlborough Place, Hamilton.
 Waikato Wines and Spirits Ltd., Merchants, Bridge Street, Hamilton.
 Whittome Stevenson and Co. Ltd., Condiment Manufacturers, Carlton Gore Road, Newmarket, Auckland.
 Wills Ltd., W. D. and H. O., Tobacco Merchants, Albert Street, Auckland.
 Winstone Ltd., Forwarding Agents and Carriers, Queen Street, Auckland.
 Yates and Co. Ltd., Arthur, Seed and Manure Merchants, Albert Street, 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 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 25th day of August 1961 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 28th day of March 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Definition of Workers Covered by this Award

1. (a) This award shall apply to workers substantially employed at one or more of the following classes of work—namely, receiving delivery of, collecting, stowing, stacking, handling, packing and unpacking, and dispatching any goods.

(b) In establishments of which both wholesale and retail businesses are carried on, the provisions of this award shall apply only to workers substantially employed in the wholesale departments of such establishments.

(c) This award shall apply only to workers who are substantially employed at work defined in subclause (a) of this clause, and shall not apply to workers who may be employed occasionally to do such work but the greater part of whose time is devoted to other work in the establishment in which they are employed.

(d) This award shall be deemed to apply to all workers employed in tool-rooms of engineering, motor engineering, and similar factories, and shall also extend to and cover storemen and packers as defined in subclause (a) of this clause and who are employed by motor-vehicle makers.

(e) For the purpose of this award a storeman and/or a packer shall be deemed to be a worker of either sex employed at one or more of the duties defined in this clause.

(f) This award shall not apply to fruit and produce merchants.

Hours of Work

2. (a) The ordinary hours of work shall not exceed 40 hours per week nor eight hours per day, and shall be worked on five days of the week, Monday to Friday inclusive, between the hours of 7.30 a.m. and 5 p.m.

(b) The day's work shall be continuous from the hour of starting, save only for intervals for meals.

(c) One hour shall be allowed for the midday meal (which shall ordinarily be between noon and 2 p.m.), but by mutual agreement between the employer and the majority of his workers not less than half an hour may be allowed.

(d) When any worker is required to curtail his ordinary meal period he shall be paid time and a half rates (in addition to his weekly wages) in respect of the time by which such meal period is curtailed.

(e) No worker shall be employed for more than five hours continuously without an interval of not less than half an hour for a meal: Provided that when overtime is being worked after 6 p.m. the tea interval shall be allowed not later than 5.30 p.m.

Overtime

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

(b) When workers are ordered back to work after 6 p.m. on any day or after noon on Saturday, the employer shall provide meals or pay each worker 5s. to enable him to obtain a meal, unless such worker has been notified on the previous day that he will be required to work overtime, and provided he can reach his home and return to work within the meal interval allowed which shall not be more than one hour except by mutual agreement between the employer and the worker when a lesser or longer period may be taken; provided, further, that where such notice has been given and the worker's services are not required, he shall still be paid the meal allowance.

(c) When a worker is ordered back to work overtime after 6 p.m. a minimum of two hours shall be paid for.

(d) If ordered back to work overtime on Saturday, a minimum of three hours shall be paid for.

Wages

4. (a) Storemen and/or packers over the age of 21 years shall be paid not less than £12 8s. per week.

(b) In stores where one storeman and/or packer is employed who is solely responsible for all inward and/or outward goods, he or she shall be paid not less than £12 12s. per week.

(c) Workers employed as storemen and/or packers in drug stores or in the drug department of any warehouse shall be paid not less than £12 12s. per week.

(d) "Head storeman" is a storeman or a packer placed in charge of other workers for a period of one week or more. If in charge of one or more workers up to five in number, he shall be paid 12s. 6d. per week extra. If in charge of more than five workers, he shall be paid £1 5s. per week extra.

(e) Workers operating power-driven fork-lift trucks shall be paid 2½d. per hour extra whilst so employed.

(f) Juniors may be employed at not less than the following rates:

	Per Week		
	£	s.	d.
Under 16 years of age	3	12	6
16 to 16½ years of age	4	2	0
16½ to 17 years of age	4	12	6
17 to 17½ years of age	5	1	9
17½ to 18 years of age	5	14	0
18 to 19 years of age	6	11	9
19 to 20 years of age	7	12	3
20 to 21 years of age	8	18	9

And thereafter the appropriate adult rate.

Requirements of Economic Stabilisation Regulations

5. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Proportion

6. Each firm or employer shall be entitled to employ one junior, but the proportion of juniors to adult workers shall not exceed one to three or fraction of three.

Weekly Employment

7. (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.

Casual Workers

8. Workers employed for less than one week shall be deemed to be casuals, and shall be paid not less than 6s. 2½d. per hour.

When casual labour is employed, a minimum of four hours shall be paid for.

Payment of Wages

9. (a) Wages shall be paid weekly and in cash on any day not later than Thursday and in the employer's time, except in the case of casual workers, who shall be paid immediately upon discharge.

(b) Workers shall be supplied in writing with full details of the manner in which their wages have been calculated.

Holidays

10. (a) *Northern Industrial District*—New Year's Day and the day following, Anniversary Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b) Any work done on Sundays or Anzac Day or on any specified holiday or on any day observed in lieu thereof shall be paid for at double time rates. The said payments shall be made in addition to the ordinary week's wages.

(c) Should any of the above holidays, except Anzac Day, fall on a Saturday or a Sunday, then for the purpose 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 respective Tuesdays.

(d) In lieu of the days above prescribed as holidays, the holidays for workers working for employers whose principal business is governed by another award or industrial agreement shall be the days prescribed as holidays by such other award or industrial agreement: Provided that a storeman or packer shall not receive a lesser number of holidays other than is prescribed in this award.

(e) The employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for that employer during the fortnight ending on the day of any holiday referred to in subclause (a) of this clause: Provided that for the purposes of this subclause workers whose employment is covered by this award shall be deemed to be subject to the provisions of section 28 (2) of the Factories Act 1946 as amended by section 6 of the Factories Amendment Act 1956.

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

(g) Workers entitled to holidays shall be paid all wages due including the holiday period prior to the commencement of the holidays.

(h) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday, then, subject to any agreement under the proviso to subsection (2) of section 3 of the Annual Holidays Act 1944, that worker, notwithstanding the provisions of subclause (a) of clause 7 hereof, shall not be entitled to any wages for the two weeks following that date but the employer

shall before that date pay to him in addition to all other amounts due to him at that date, including amounts to which he is entitled in respect of special holidays, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.

Mixing Manures

11. A storeman and/or packer employed in mixing manures shall be paid 4½d. per hour in addition to his ordinary wages whilst so employed.

Handling Hydrated Lime, Cement, etc.

12. (a) A storeman and/or packer employed handling hydrated lime, frit, loose or in bags, loose glass wool, basic slag, or cement, or handling second-hand cement, lime, or manure sacks which have not been thoroughly cleaned or rendered reasonably free from dust shall be paid 4½d. per hour in addition to his ordinary wages whilst so employed: Provided that no payment shall be due unless the worker is employed for one hour or more on such work.

(b) Workers handling carbon black, except in drums, shall be paid 1s. 6d. per hour extra while so employed with a minimum payment of 3s. per day.

Accommodation

13. (a) The employer shall provide adequate and satisfactory dining and lavatory accommodation, and a separate room in which to change clothes with suitable accommodation for clothing. He shall also provide sufficient wash-hand basins with hot and cold water, and facilities for boiling water at meal-times. If any females are employed, separate sanitary accommodation shall be provided for their use. If more than three females are employed, a separate rest room shall be provided for their use.

(b) The employer shall also provide sufficient towels and soap and toilet paper for the workers employed under this award.

Overalls, etc.

14. Whilst a worker is handling materials covered with grease, bitumen, or any other similar substance of such a nature that it is transferred to the hands and clothes of the worker, he shall be provided with overalls and gloves. Where the conditions of the work do not require the supply of overalls, the worker shall be supplied with an apron. As an alternative to supplying the worker with either overalls, gloves, or aprons the employer may pay him ½d. per hour. Where overalls, gloves, or aprons are supplied by the employer they shall remain the property of the employer.

Reference

15. Each worker on leaving or being discharged from his employment shall be given, on request, within twenty-four hours thereafter a reference in writing stating the position held and the length of service. Original references shall be the property of the worker and shall be returned within 48 hours after engagement.

First-aid Chest

16. A properly equipped first-aid outfit shall be provided in all stores and shall be at all times accessible to all workers employed.

Heavy Goods

17. (a) No individual worker shall be required to lift, except by mechanical means, any goods exceeding 160 lb gross in weight, or to carry any goods exceeding 180 lb gross in weight.

(b) No worker shall be called upon to handle or truck any package or packages exceeding 3 cwt in weight without the assistance of another worker.

(c) No junior under the age of 18 shall be required to lift or carry (unassisted) any weight over 70 lb.

Rest Periods

18. A rest period of ten minutes shall be allowed each morning and afternoon. Workers employed for three hours or more consecutively on overtime shall be allowed a 10 minute rest interval at the end of each two hours.

Right of Entry

19. 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.

Notification

20. Whenever an employer shall employ a worker he shall within seven days thereafter give notice in writing of such employment to the secretary of the union. The employer shall also supply a list of all workers covered by the award upon receipt of written request from the secretary of the union: Provided that such request shall be made not more often than once each three months.

Workers to be Members of Union

21. (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

22. (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.

Matters Not Provided For

23. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer and the secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may 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 written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

Copy of Award

24. The employer shall keep at all times a printed or typewritten copy of the award affixed in some conspicuous place at or near the entrance to his store or warehouse, in such a position as to be easily read by the persons employed therein.

Application of Award

25. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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

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

Term of Award

27. 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 first pay period after the 25th day of February 1960, 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 25th day of August 1961.

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 28th day of March 1960.

[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.