

NEW ZEALAND (EXCEPT WESTLAND) FREEZING COMPANIES' CLERICAL WORKERS—AWARD

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Freezing and Related Industries Clerical Officers Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned union, persons, firms, and companies (hereinafter called “the employers”):

New Zealand Freezing Companies Industrial Union of Employers, 8–12 The Terrace, Wellington.

NORTHERN INDUSTRIAL DISTRICT

Armour and Co. Ltd., Southern Cross Building, Chancery Street, Auckland.
 Auckland Farmers' Freezing Co. Ltd., Tooley Street, Auckland.
 Best, P. G., and Co. Ltd., P.O. Box 3522, Auckland.
 Bradley Taylor Ltd., P.O. Box 2892, Auckland.
 Brown, A. J. S., P.O. Box 643, Auckland.
 Fletcher, W. and R. (N.Z.) Ltd., Quay Street, Auckland.
 Gardiner Burslem and Co., P.O. Box 3041, Auckland.
 Gisborne Refrigerating Co. Ltd., Gisborne.
 Hellaby, R. and W., Ltd., Quay Street, Auckland.
 Hutton, J. C. (N.Z.) Ltd., Suiter Street, Auckland.
 International Marketing Corporation Ltd., 21–25 Kingston Street, Auckland.
 Linton, R., and Co. Ltd., P.O. Box 1186, Auckland.
 Meatex (N.Z.) Ltd., P.O. Box 2638, Auckland.
 Morris, R. L., 66 Lorne Street, Auckland.
 Nelson's (N.Z.) Ltd., Childers Road, Gisborne.
 New Zealand Co-operative Pig Marketing Association Ltd., New North Road, Auckland.
 Orr, B. L., and Co. Ltd., Wiri, R.D., Papatoetoe, Auckland.
 Pacific Enterprises Ltd., 154 Security Building, 198 Queen Street, Auckland.
 Producers' Meats Ltd., 7 Hobson Street, Auckland.
 Raymond Dale Meat Export Co. Ltd., Corner Fort and Commerce Streets, Auckland.
 Southern Cross Export Co. Ltd., P.O. Box 2404, Auckland.
 Westfield Freezing Co. Ltd., Westfield, Auckland.
 Wilson Meats Ltd., Endean's Buildings, Queen Street, Auckland.

TARANAKI INDUSTRIAL DISTRICT

Borthwick, Thomas, and Sons (A'sia) Ltd., Waitara.
 Hutton, J. C. (N.Z.) Ltd., Eltham.
 Patea Freezing Co. Ltd., Patea.
 Walker, T. H., and Sons Ltd., Hawera.

WELLINGTON INDUSTRIAL DISTRICT

Borthwick, Thomas, and Sons (A'sia) Ltd., Masterton, Feilding, and Wellington.
 Co-operative Dairy Producers' Freezing Co. Ltd., Waterloo Quay, Wellington.
 Co-operative Wholesale Society Ltd., Longburn.
 Co-operative Wholesale Society Ltd., Featherston Street, Wellington.
 Fletcher, W. and R. (N.Z.) Ltd., Victoria Street, Wellington.
 Gear Meat Co. Ltd., Lambton Quay, Wellington.
 Hawke's Bay Farmers' Meat Co. Ltd., Railway Road, Whakatu.
 Jones, C. G., 138 Heretaunga Street East, Hastings.
 Kiwi Bacon Co. Ltd., Longburn.
 Nelson's (N.Z.) Ltd., Hastings.
 New Zealand Refrigerating Co. Ltd., Imlay, Wanganui.
 Ocean Trading and Wholesale Co. Ltd., 31 Harris Street, Wellington.
 Oppenheimer Casing Co. Ltd., 28 Featherston Street, Wellington.
 Producers' Meats (N.I.) Ltd., Waipukurau.
 Progressive Agencies Ltd., P.O. Box 90, Lower Hutt.
 Richmond, W., Ltd., Market Street, Hastings.
 Sims, Cooper and Co. (N.Z.) Ltd., A.M.P. Building, Featherston Street, Wellington.
 Swift New Zealand Co. Ltd., Wairoa.
 Swift New Zealand Co. Ltd., A.M.P. Building, Featherston Street, Wellington.
 Wellington Meat Export Co. Ltd., Ngauranga.

MARLBOROUGH INDUSTRIAL DISTRICT

New Zealand Refrigerating Co. Ltd., Picton and Blenheim.

NELSON INDUSTRIAL DISTRICT

Nelson Freezing Co. Ltd., Stoke, Nelson.

CANTERBURY INDUSTRIAL DISTRICT

Borthwick, Thomas, and Sons (A'sia) Ltd., Belfast.
 Canterbury Frozen Meat Co. Ltd., 172 Cashel Street, Christchurch.
 New Zealand Refrigerating Co. Ltd., 159 Hereford Street, Christchurch.
 Nicol Bros. Ltd., 132 Burnett Street, Ashburton.
 North Canterbury Sheepfarmers' Co-op Freezing Co. Ltd., Kaiapoi.
 Stevens, C. S., and Co. Ltd., P.O. Box 2253, Christchurch.
 Turnbull, A. H., and Co. Ltd., P.O. Box 276, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Alliance Freezing Co. (Southland) Ltd., P.O. Box 847, Invercargill.
 Borthwick, Thomas, and Sons (A'sia) Ltd., National Bank Chambers, Invercargill.
 Dominion Packing Co. Ltd., P.O. Box 950, Dunedin.
 Jensen, E., Ltd., 21 Frederick Street, Dunedin.
 Johnston Bros., care of P.O. Box 844, Invercargill.
 New Zealand Refrigerating Co. Ltd., Burnside, Dunedin.
 Ocean Beach Freezing Co. Ltd., Invercargill.
 Primary Producers' Co-operative Society (Otago) Ltd., P.O. Box 941, Dunedin.
 South Otago Freezing Co. Ltd., Balclutha.
 Southland Canning Co. Ltd., P.O. Box 27, Invercargill.
 Southland Frozen Meat Co. Ltd., 12 Esk Street, Invercargill.
 Waitaki Farmers' Freezing Co. Ltd., 82 Thomas Street, Oamaru.
 Wallis, R. and F. (1936) Ltd., P.O. Box 26, Gore.

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 30th day of September 1962 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 24th day of October 1961.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Persons to Whom Award Applies

1. This award shall apply to all clerical workers for whom provision is made in this award and to all employers in the freezing industry or any other industry related thereto where the employer is the holder of a meat-export slaughterhouse licence or of a meat-exporter's licence under the Meat Act 1939.

Salaries

2. (a) The following shall be the minimum rates of salaries which shall be paid by the employers to the officers of the clerical staff employed by them respectively:

(i) The scale for male clerks shall be:							Per Annum £
First year ..	..	..	..	..	..	..	375
Second year	..	..	..	..	..	..	425
Third year	..	..	..	..	..	..	475
Fourth year	..	..	..	..	..	..	535
Fifth year	..	..	..	..	..	..	580
Sixth year	..	..	..	..	..	..	640
Seventh year	..	..	..	..	..	..	685
Eighth year	..	..	..	..	..	..	725
Ninth year	..	..	..	..	..	..	785
Tenth year	..	..	..	..	..	..	825
Eleventh year	..	..	..	..	..	..	884

(ii) The scale for female employees shall be:							
First year ..	..	..	..	..	..	..	350
Second year	..	..	..	..	..	..	380
Third year	..	..	..	..	..	..	430
Fourth year	..	..	..	..	..	..	480
Fifth year	..	..	..	..	..	..	525
Sixth year	..	..	..	..	..	..	550
Seventh year	..	..	..	..	..	..	570
Eighth year	..	..	..	..	..	..	590
Ninth year	..	..	..	..	..	..	610

(b) Female employees engaged for the major portion of their time on the following machines shall receive a payment of 10s. per week in addition to the above rates:

- (i) Accounting and bookkeeping machines, posting and analysis machines, if fitted with vertical and cross adding registers.
- (ii) Calculating-machines used for calculating work other than adding and subtracting.
- (iii) Invoicing-machines fitted with adding registers and where any part of the keyboard is electrically operated and controlled or fitted with vertical and cross adding registers.

(c) No clerk at present employed on a permanent basis shall, by reason of this award, be transferred to a casual status unless by special arrangement with the union.

(d) No worker whose salary is increased by this award shall be discharged in consequence of its coming into operation. Workers receiving rates of pay in excess of the award rates shall not suffer any reduction in consequence of the coming into operation of the award.

(e) Any female worker who, after the coming into force of this award, is transferred for a period of two weeks or more to the full duties normally and customarily undertaken by male workers shall be paid according to the rates specified in paragraph (i)

of subclause (a) of this clause for the whole of such period she is so employed. This subclause shall not prejudice the right of an employer to transfer females for the purpose of assisting male workers when insufficient work is available for females.

(f) Any previous office or clerical experience shall be taken into account in computing length of service.

(g) By agreement between the worker and the employer concerned "part-time" workers may be employed. Payment shall be made on an hourly basis, the rate per hour being one-fortieth plus 20 per cent of the appropriate weekly rate computed in accordance with this award.

(h) No deduction in respect of time lost by any worker shall be made from the weekly rate of wages computed in accordance with this award except for time lost by reason of the default of the worker.

Hours of Work

3. (a) The ordinary hours of work per week shall not exceed 40, of which not more than eight hours may be worked between 7.30 a.m. and 5.30 p.m. on any of the days Monday to Friday inclusive: Provided that, where warranted by special circumstances and when required by the employers, workers shall be employed on Saturday mornings and shall be paid therefor a minimum of four hours at the rate specified in subclause (a) of clause 4.

(b) Any worker coming within the scope of this award who is required to remain at home in the evenings for the purpose of attending to telephone calls shall be paid £1 12s. 6d. per week over and above his or her appropriate salary rate as set out in paragraphs (i) and (ii) of subclause (a) of clause 2.

(c) No employer shall require a worker to do any work at the worker's home, except as provided in the preceding subclause.

Overtime

4. (a) All work done outside or in excess of the hours stated in subclause (a) of clause 3 shall count as overtime and shall be paid for at the rate of time and a half for the first three hours with a maximum rate of 12s. 9d. per hour, and at double time thereafter with a maximum rate of 17s. per hour. Such time shall be computed on a daily basis.

(b) Any time worked before 7.30 a.m. and after 5.30 p.m. on the days Monday to Friday inclusive, and before 12 noon on Saturday shall be paid for in accordance with subclause (a) of this clause.

(c) Double time rates shall be paid for all time worked after 12 noon on Saturday and all time worked on Sunday.

(d) All periods of less than half an hour but over a quarter of an hour shall be counted as half an hour.

(e) Where a worker is required to work before or after ordinary transport has commenced or ceased as the case may be, the employer shall, if necessary, provide transport to the worker's home.

Shift-workers

5. (a) Notwithstanding anything contained in this award, weigh and/or tally clerks where required to commence work before 4.30 a.m. or after 8.30 p.m. may be employed on shifts. Eight hours shall constitute a shift (including 20 minutes' crib-time and two smokos), and a worker shall be employed on three or more consecutive days on shift-work or the provisions of subclause (a) of clause 3 and subclauses (a), (b), and (d) of clause 4 shall apply.

(b) Any time worked in excess of eight hours on each of the five days of the week Monday to Friday, both days inclusive, shall be paid for at the rate of time and a half for the first four hours and double time thereafter, computed on a weekly basis.

(c) The weekly wage shall be as set out in paragraph (i) of subclause (a) of clause 2 and shall be increased by an additional 25 per cent.

Meal-money

6. Any employee required to work prior to 6 a.m. on any day or after 6 p.m. on the days Monday to Friday inclusive, and after 12 noon and 6 p.m. on Saturday, Sunday, or recognised holidays as specified in clause 11 hereof, shall be paid a meal allowance of 6s. each period so worked. This clause shall not apply to shift-workers.

Period of Employment

7. The period of employment shall be a weekly one, except where otherwise customary.

Payment of Salary

8. Salaries shall be paid weekly, except where otherwise agreed to by arrangement between the parties concerned.

It shall be competent for any individual worker or group of workers to agree with an employer to receive payment of wages and/or annual holiday pay by a cheque payable to order and drawn on any person, company, or association carrying on the business of a banker in New Zealand.

Permanent Transfers

9. Employers shall pay the fares and the travelling expenses of their workers to the place of transfer, and shall pay their salaries during the time occupied in travelling to such place. Any period of transfer over three months shall be deemed to be a permanent transfer.

Temporary Transfers

10. Unless otherwise agreed, any worker transferred by his employer to work in a place at such distance from the place where he was originally engaged as to occasion him additional living or travelling expenses shall be paid, in addition to his ordinary salary, extra actual and reasonable expenses.

Holidays

11. (a) The undermentioned shall be the recognised paid holidays, and shall not be considered as part of the annual leave: New Year's Day, Good Friday, Easter Monday, Easter Tuesday or a day in lieu thereof, the birthday of the reigning Sovereign, Labour Day, Anzac Day, Christmas Day, Boxing Day, and the Anniversary Day of the province or one other day in lieu thereof to be mutually agreed upon in the particular establishment.

(b) Any employee required to work on any of the holidays specified in subclause (a) of this clause shall be paid double time in addition to the weekly wage.

(c) Subject to the provisions of the Public Holidays Act 1955, should any of the holidays as specified in subclause (a) of this clause, except Anzac Day or Anniversary Day, fall on a Saturday or Sunday such holiday shall be observed on the next succeeding working day. Anzac Day is to be observed on the day on which it falls but Anniversary Day is to be observed in accordance with the provisions of the above Act.

(d) Any employee required to work on a Sunday or holiday as specified in subclause (a) of this clause for a period of less than four hours shall receive a minimum of four hours' payment.

Annual Leave

12. (a) Every worker after 12 months' continuous service shall be entitled to annual leave in each year on full pay for a continuous period of 14 days, and after five years' continuous service with any employer or employers parties to this award for a continuous period of 21 days on full pay. For periods under 12 months but in excess of six months a proportionate holiday shall be allowed.

(b) The three weeks' annual leave specified above, first accrues for the leave taken in respect of the fifth year of service.

(c) By mutual consent between the employer and the worker the 21 days' annual leave may be taken in two periods.

(d) Notwithstanding the above, the annual leave now granted to workers shall not be reduced.

Meal-room

13. (a) Where the number of employees in an office exceeds four and such employees customarily take meals on the premises, the employer shall provide suitable accommodation for meals to the satisfaction of the inspector.

(b) A rest interval of 10 minutes shall be allowed in each morning and afternoon without deduction of pay.

Provision of Clothing

14. (a) Clerks when called upon to perform duties in the works shall be provided with overalls and boots or goloshes where warranted.

(b) Workers, including tally clerks, employed in or exposed to cold air from freezing or cool store chambers shall be provided with warm coats or jerseys where warranted.

Limitation of Award

15. Nothing in this award shall apply to employees who are in receipt of more than £91 in excess of the maximum award salary (excluding overtime, but including general orders of the Court made under the Economic Stabilisation Regulations 1953, and their amendments).

Disputes

16. If any dispute shall arise between the parties to this award upon any matters arising out of or in connection with this award and not specifically dealt with therein, it shall be referred to a committee comprised of two representatives of the union and two representatives of the employers, who shall appoint an independent chairman for decision. The decision of a majority of this committee shall be binding, except that any party adversely affected thereby shall have the right, within 14 days after the decision is given, to appeal against the decision to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

Right of Entry

17. The secretary and president of the union shall have power at all reasonable times, but not so as to interfere unreasonably with the employer's business, to enter upon the premises of any employer bound by this award for all or any of the following purposes:

- (a) To interview any worker in connection with the operation of this award;
- (b) To make any inquiries necessary for the effective operation of this award.

Workers to be Members of Union

18. (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.

(d) Employers bound by this award shall upon written request by the union, which request shall not be made more often than once every six months, supply to the union a list of their employees who are bound by this award.

(e) Between the six monthly intervals, employers shall ensure that employees who are eligible or who become eligible for membership of the union shall apply for membership.

(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

19. (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 workers 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.

Application of Award

20. 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 districts to which this award relates.

Scope of Award

21. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

22. 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 2nd day of October 1961, 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 30th day of September 1962.

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 24th day of October 1961.

[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.
