

**NORTHERN INDUSTRIAL DISTRICT FRUIT-PRESERVING, VEGETABLE-CANNING,
ETC., EMPLOYEES—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 Northern Industrial District Fruit and Vegetable Preserving and Canning, Condiments, and Related Products Manufacturing Employees Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned persons, firms and companies (hereinafter called “the employers”):

Butland Industries Ltd., Great South Road, Penrose.
 Celopak Products Ltd., 1128 Great North Road, Auckland.
 F. W. Collins, Birkenhead.
 Citrus Products Ltd., 12 Ruru Street, Eden Terrace, Auckland.
 Daisy Products Ltd., 109 Nelson Street, Auckland.
 Irvine Stevenson Ltd., 91 Hepburn Street, Auckland C. 1.
 C. S. Jonkers, Birkenhead.
 N.Z. Products Ltd., 29 St. Benedicts Street, Auckland.
 N.Z. Packing Corporation, Pukekohe.
 Quality Foods (N.Z.) Ltd., Mahuru Street, Newmarket, S.E. 1.
 Stevens, N. W., Ltd., St. Benedicts Street, Auckland.
 Shreddo Ltd., Main Highway, Auckland S.E. 6.
 Tasti Products Ltd., Enfield Street, Mt. Eden, Auckland S. 1.
 Thompson and Hills Ltd., Nelson Street, Auckland.
 Tucker, W. F., and Co. Ltd., Auburn Street, Auckland C. 3.
 Whittombe Stevenson and Co. Ltd., Newmarket, Auckland S.E. 1.
 Winson, G. E., Baking Powder Manufacturers, 304 Sandringham Road, S.W. 1.

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 1st day of November 1963 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 6th day of June 1962.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to workers employed in the manufacture and/or packing of the following goods: jam, jellies, lemon-cheese, peanut butter, marmalade, preserved and dried fruit, preserved vegetables, fruit pulps, preserved ginger, jelly crystals, cordials, baking powder, custard powder, tapioca, rice, flour, candied and drained peels, crystallised and drained fruits, nuts, spices and condiments, sauces (including Worcester sauce), soups (other than fish or meat), pickles (including chutney), vinegar and essence (including coffee and coffee essence), tea, cocoa, glacia and similar salts, sweet corn, canned vegetables and dehydrated vegetables, including the processing and packing of suet and quick freeze fruit and vegetables.

Nothing in this award shall apply to workers employed under the Wholesale Storemen and Packers' Award.

Hours of Work

2. (a) The ordinary hours of work shall not exceed 40 per week, which shall be worked on five days of the week, Monday to Friday, both days inclusive. The daily hours shall not exceed eight per day, to be worked between the hours of 7.30 a.m. and 5 p.m. in the case of males over 18 years of age and 8 a.m. and 5 p.m. in the case of males under 18 years of age, and females.

(b) Subject to the provisions of the Factories Act 1946, in the busy season night shifts may be worked for the pulping of fruit and/or tomatoes or the vining of green peas. Workers employed on such shifts shall be paid 5s. per shift extra.

Overtime

3. (a) All time worked outside or in excess of the hours prescribed in clause 2 hereof shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter. All overtime shall be calculated daily.

(b) When workers are called upon to work overtime after 6 p.m. and cannot reasonably get home to their meal and return in one hour, the employer shall either allow meal money at the rate of 5s. per meal or provide a meal of equivalent value on the premises.

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 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 £13 5s. per week.

General hands, £12 7s. 6d. per week.

(b) Youths under 21 years of age may be employed at not less than the following weekly rates:

	Per Week		
	£	s.	d.
Up to 17 years of age	4	15	0
17 to 17½ years of age	5	3	4
17½ to 18 years of age	5	13	0
18 to 19 years of age	6	8	4
19 to 20 years of age	7	13	4
20 to 21 years of age	8	18	4

Thereafter, or on attaining 21 years of age, not less than the minimum rate provided for general hands.

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

	Per Week		
	£	s.	d.
Up to 17 years of age	4	3	0
17 to 17½ years of age	4	13	0
17½ to 18 years of age	5	2	0
18 to 19 years of age	5	11	8
19 to 20 years of age	6	3	4
20 to 21 years of age	6	12	6

Thereafter, or on attaining 21 years of age, not less than £8 0s. 6d. per week.

(d) A female worker appointed a forewomen by the employer, and whose duty it is to take charge of and supervise the work of other workers shall be paid not less than £8 10s. per week.

Casuals

5. (a) The minimum rate of pay for casual workers shall be 6s. 4d. per hour.

(b) A casual is a worker who is employed for less than one week.

Part-time Workers

6. (a) (i) Where the employer does not regularly require the services of a female worker for the full period of 40 hours per week, he shall pay such worker *pro rata* the appropriate wage rate plus 10 per cent.

(ii) Where a female worker is unable to accept full time employment the employer shall pay *pro rata* the appropriate wage rate.

(b) This clause shall be subject to subclause (a) of clause 3.

(c) A part-time worker shall not be employed while a sufficient number of other workers are available and willing to do the work offering.

Holidays

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

(b) Time worked on a Sunday, or on any of the holidays mentioned in subclause (a) of this clause shall be paid for in accordance with the provisions of the Factories Act 1946. Shift workers shall be paid at this rate also for all work done on any of the abovementioned days.

(c) If any of the holidays mentioned in subclause (a) of this clause, other than Anzac Day, shall fall on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday and in the event of any other holiday falling on such Monday, such holiday shall be observed on the succeeding Tuesday.

(d) The provisions of the Annual Holidays Act 1944 shall be deemed to be incorporated in this award and shall have effect according to their tenor.

Termination of Employment

8. Except in the case of casual workers, not less than one week's notice shall be given by either party of the termination of employment: Provided, however, that nothing in this clause shall prevent an employer from summarily dismissing any worker for misconduct. In the case of a worker leaving of his own accord all monies due at such time shall be paid without undue delay, and in the case of dismissal of a worker he shall be paid immediately.

Payment of Wages

9. (a) Wages shall be paid weekly not later than Thursday, except that in the case of a holiday falling on a Friday wages shall be paid not later than the previous Wednesday.

(b) The employer shall itemise the pay envelope setting out all payments and deductions from the weekly wage.

(c) No more than two clear days shall be kept in hand by the employer.

(d) No deduction shall be made from the weekly wages payable hereunder except for time lost through the default or sickness of the worker or by reason of accident not arising out of and in the course of the employment.

General

10. (a) Boiling water shall be supplied for meals.

(b) The proportion of youths to adult male workers shall not exceed one youth to each two adult workers.

(c) Workers employed in damp or wet places shall be supplied with gumboots. Where gumboots have already been worn by another person they shall be disinfected or sterilised before being issued to a worker.

(d) Where necessary, workers shall be supplied with suitable gloves in accordance with the nature of the work.

(e) Female workers shall not handle more than 28 lb single-handed.

(f) Boys under 17 years of age shall not handle more than 56 lb single-handed.

(g) Waterproof aprons shall be provided where it is necessary to prevent the worker's clothes from becoming wet or damp.

(h) Accommodation and facilities shall be provided in accordance with the provisions of the Factories Act.

(i) The lunch room provided shall be kept clean and adequately heated by the employer.

(j) A suitable first-aid outfit shall be provided at each factory.

(k) A 10-minute rest period shall be allowed in the morning and afternoon to all workers without deduction of pay, and a female worker shall be allowed time off to make morning and afternoon tea.

(l) When 20 per cent or more of any consignment of fruit or vegetables is discarded as unfit for human consumption, workers handling such consignment shall be paid 1s. 6d. per hour extra.

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

(n) Each female worker shall be supplied with one smock for the first month of employment and thereafter with an additional smock as necessary.

(o) No individual worker shall be required to carry any goods exceeding 112 lb in weight.

(p) A worker called upon to clean vinegar-vats over 8 ft in depth shall be paid 12s. extra per day or part of a day while so employed.

(q) When employed grinding pepper to powder, filling containers with powdered pepper, or mixing or filling containers with baking-powder containing phosphates, a worker shall be paid 2s. 6d. a day extra.

(r) Workers shall be allowed five minutes washing and changing time before the cessation of work for the day.

Bonus System

11. (a) In all cases where a bonus is paid, the basis on which the bonus is calculated shall be negotiated between representatives of the workers concerned in the factory and the employer.

(b) In factories where a bonus system is in operation, no deduction shall be made from the bonus in respect of any holidays prescribed by this award or by the Factories Act.

Matters Not Provided For

12. 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 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.

Unqualified Preference

13. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within seven days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

Under-rate Workers

14. (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.

Access to Factory

15. Every employer bound by this award shall permit the secretary or other authorised officer of the union to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Application of Award

16. 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

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

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 1st day of May 1962, 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 1st day of November 1963.

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 6th day of June 1962.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 13 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.