

NORTHERN INDUSTRIAL DISTRICT (EXCEPT GISBORNE JUDICIAL DISTRICT)  
FISH TRADE EMPLOYEES—AWARD

*[Filed in the Office of the Clerk of Awards, Auckland]*

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 Fish Trade Employees (Other than Fishermen) Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned association, firms, and companies (hereinafter called “the employers”):

Auckland Fisheries Ltd., Market Place, Auckland.  
Auckland Seine Boat Association Ltd., Halsey Street, Auckland.  
Coromandel Mussell Co. Ltd., Customs Street West, Auckland.  
Dean and Co., Mt. Eden Road, Mt. Eden.  
Empire Fisheries, Queen Street, Auckland.  
Gabriel and Sons, Freemans Bay, Auckland.  
Helensville Fish Market, Commercial Road, Helensville.  
Hikurangi Fisheries Ltd., King Street, Hikurangi.  
Kia Ora Fish Mart, Customs Street West, Auckland.  
New Zealand Wholesale Fish Merchants Association Ltd., Auckland Branch, F. V.  
Lindberg, Sanford Ltd., 22 Jellicoe Street, Auckland.  
Ocean Fish Co. Ltd., Halsey Street, Auckland.  
Pearl Fisheries Ltd., Market Place, Auckland.  
Port Fisheries, Port Road, Whangarei.  
Sanford Ltd., Jellicoe Street, Auckland.  
Scott Bros. and Scriven Ltd., Railway Street, Helensville.  
Shortland Fish Co. Ltd., Thames.  
Sumich, S. and Co., Karangahape Road, Auckland.  
Taylor Bros., Thames.  
Union Fish and Ice Co. Ltd., Chapel Street, Tauranga.  
Waitemata Fisheries Ltd., Market Place, 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 30th 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 22nd day of June 1962.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to Which Award Applies*

1. This award shall apply to the fish-trade employees (other than fishermen) substantially employed in preparing fish from its green state.

##### *Hours of Work*

2. (a) The ordinary hours of work of day workers shall not exceed eight hours on each of five days of the week, Monday to Friday inclusive, to be worked between the hours of 6 a.m. and 6 p.m.

(b) The ordinary hours of work of night workers shall not exceed eight hours per shift on each of five days of the week except Sunday, to be worked between the hours of 6 p.m. and 6 a.m.

(c) Notwithstanding anything herein contained, the following special provisions shall apply to workers at Thames and Whakatane:

(i) The ordinary hours of work shall be worked between 6 a.m. and 12 midnight: Provided that on Sundays the night shift may be started at any time after 1 p.m., the shift to be continuous once started. Provided, further, that a worker who works on a Sunday when Sunday is his ordinary working day shall be paid ordinary time extra for work done on that day.

(ii) Any time worked in excess of eight hours in any shift shall be paid for at overtime rates.

(iii) Workers may be changed over from day shift to night shift, provided a break of eight hours is given between shifts.

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

(e) The ordinary daily hours shall be worked continuously except for the meal interval.

(f) Workers employed on night-shift shall be paid 5s. extra per shift.

##### *Wages*

3. (a) The minimum rates of wages to be paid to adult workers covered by this award shall be £12 6s. 8d. per week. Workers wholly or substantially employed as smokers, freezing- or ice-room hands shall be paid not less than £12 15s. per week.

(b) Where shed hands are engaged removing offal from shed to digester they shall be paid a minimum wage of 10s. per week in addition to the above rates. Where they are employed on such work for a period less than one week they shall be paid a minimum rate of 2s. per day extra while so engaged.

(c) All female employees engaged on work in connection with packing shall be paid £8 16s. 8d. per week.

(d) A worker employed as a female charge hand in connection with packing shall be paid not less than £1 per week in addition to the rate prescribed in sub-clause (c) of this clause.

*Employment of Youths*

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

	Per Week		
	£	s.	d.
During the first six months of service .....	5	9	0
During the second six months of service .....	5	19	2
During the third six months of service .....	6	12	8
During the fourth six months of service .....	7	11	9
During the fifth six months of service .....	8	14	1
During the sixth six months of service, and thereafter until the age of 21 is reached .....	9	17	0

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

(c) No youth under the age of 18 years shall be employed on night shift. If a youth 18 years of age or over is employed on night shift, he shall be paid 10s. per week in addition to the wage to which he is entitled under subclause (a) of this clause.

*Casual Labour*

5. (a) Casual labour may be employed at 6s. 5d. per hour. When employed discharging or icing trawlers or boats, 4d. extra per hour shall be paid.

(b) Except in the case of a glut period, the proportion of casual labourers shall be one to three or fraction of the first three adult workers employed on a weekly wage.

(c) Any casual worker employed discharging or icing trawlers or boats and required to work the meal-hour or part thereof shall be paid double ordinary rates for the time so worked, and any such worker required to work during the tea-hour shall be paid an additional sum of 5s. as tea-money.

*Overtime*

6. (a) Except as provided in subclause (c) of clause 2 hereof, all work done outside or in excess of the daily hours mentioned in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) All time worked before 12 noon on Saturdays shall be paid for at the rate of time and a half for the first three hours and double time thereafter. All time worked after 12 noon on Saturdays shall be paid for at double time rates.

(c) Except as provided in paragraph (i) of subclause (c) of clause 2 all work done on Sunday by either day-hands or night-hands shall be paid for at double time rates.

(d) In respect of night-hands Sunday shall, except where it is otherwise provided, mean from 12 midnight on Saturday to 12 midnight on Sunday.

*Holidays*

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

(b) In the event of any of the holidays as provided in subclause (a) hereof, except Anzac Day, falling on a Saturday or Sunday, such holiday shall be observed on the next succeeding working day.

(c) (i) Workers employed on a weekly wage shall be paid double time rates in addition to the weekly wage for time worked on the abovementioned holidays.

(ii) Casual workers shall be paid double time rates for time worked on the abovementioned holidays in addition to their ordinary rate of pay.

#### *Annual Holidays*

8. Annual holidays shall be allowed in accordance with the Annual Holidays Act 1944 and its amendments.

#### *Terms of Employment*

9. (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. A worker on termination of employment by the employer shall immediately receive all payments due.

(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 sickness, accident, or default.

(c) All wages shall be paid during working hours not later than Thursday of each week with the exception of a holiday falling on a Thursday or Friday then such payment shall be made not later than the Wednesday of that week.

(d) The employer shall supply to all workers when being paid, a statement detailing wages, overtime, and all deductions from the workers' wages.

#### *Smoko*

10. Every worker shall be allowed a break of 15 minutes within two hours of commencing work for tea or smoko in the employer's time. A further break of 10 minutes shall be allowed for tea and smoko in the employer's time where a worker is required to work more than three hours after the recognised lunch break. Facilities for boiling water shall be provided.

#### *Filling in Time*

11. (a) Workers may be employed at any work within or about the shed or factory when not engaged at their usual employment.

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

#### *First-aid Equipment*

12. The employer shall provide and keep in a convenient place to workers a fully equipped first-aid set.

#### *General*

13. (a) In lieu of providing boots, overalls, apron and knife, the employer may pay a permanent worker the sum of 4s. 3d. per week.

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

#### *Accommodation*

14. Accommodation shall be in compliance with the Factories Act 1946.

*Access to Factories*

15. The union secretary or any person duly appointed shall be allowed access to any factory at any time to be mutually arranged between the employer and the secretary of the union for the purpose of interviewing any worker coming within the scope of this award upon business connected therewith.

*Disputes*

16. Any dispute in connection with any matter arising out of or connected with this award shall be settled between the employer concerned and two representatives appointed by the union, and in default of any agreement being arrived at, then such dispute shall be referred to the 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*

17. (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 14 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.

(f) An employer shall if requested to do so by the secretary of the union, furnish him with a return setting out the names of all workers in his employ who are deemed to be adults under this clause but not more often than once every three months.

*Under-rate Workers*

18. (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.

#### *Application of Award*

19. 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 that part of the industrial district to which this award relates.

#### *Scope of Award*

20. This award shall operate throughout the Northern Industrial District, except that portion thereof which is comprised in the Gisborne Judicial District.

#### *Term of Award*

21. 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 June 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 30th 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 22nd 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 17 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.