

HAWKE'S BAY FOOD PRESERVING WORKERS—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 (Except Northern, Westland, and Otago and Southland Industrial Districts) Food Processing, Chemical and Related Products Factory Employees Industrial Union of Workers (hereinafter called "the union") and the under-mentioned companies (hereinafter called "the employers"):

Cellina Fisheries Ltd., Awatoto, Napier.
 Fropax (N.Z.) Ltd., Coventry Road, Hastings.
 N.Z. Foods Ltd., Williams Street, Hastings.
 Thompson and Hills Ltd., Wellesley Road, Napier.
 Wattie, J. Canneries Ltd., King Street, 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 9th day of October 1965 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 9th day of October 1963.

[L.S.]

A. TYNDALL, Judge.

 SCHEDULE

Industry to Which Award Applies

1. This award shall apply to manual workers and uncertificated laboratory workers engaged in the manufacture, canning, quick freezing, freeze drying, cool storing, bottling, and packaging of fruit, vegetables, meat, fish, juice extracts, and all foodstuffs, including synthetic products.

Hours of Work

2. (a) The ordinary hours of work shall be 40 a week and eight a day, and subject to the provisions of clause 3 hereof, shall be worked between 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive: Provided that when the industry is working seven days a week, in lieu of any one day from Monday to Friday inclusive, female workers may be employed on Saturday and shall be paid, in addition to ordinary wages, half time rates for the first four hours and ordinary time rates thereafter.

This proviso shall only apply when female workers are required to work on six days of the week.

(b) With the exception of a meal period and authorised rest periods the day's work shall be continuous.

(c) A rest period of 10 minutes shall be allowed within each four hours working period and after two hours' continuous overtime if such overtime is to be continued for at least one further hour: Provided that no worker shall be required to work more than two and a half hours without a ten minute rest period.

Shift Work

3. (a) Notwithstanding the provisions of clause 2 hereof, shifts may be worked at any time as required by the employer.

(b) Shift workers shall be paid an allowance of 5s. a shift.

(c) A shift worker is a worker whose ordinary working hours fall wholly or partly outside the hours prescribed in subclause (a) of clause 2.

(d) Work shall not be deemed to be shift work unless shifts are worked on not less than three consecutive days.

(e) Shift workers shall be allowed half an hour crib time included in their eight hour shift and this half hour shall be paid for by the employer.

(f) In the case of shift workers, overtime shall only be payable after eight hours and shall be paid for at the rate of time and one half for the first three hours and double time thereafter computed on a daily basis: Provided that in respect of overtime shifts worked on Saturdays and/or Sundays the following conditions shall apply:

(i) Crib time in accordance with subclause (e) hereof shall be allowed provided that more than five hours are worked and shift allowance in accordance with subclause (b) hereof shall be paid.

(ii) All time worked on Saturdays shall be paid at the rate of time and one half for the first four hours and double time thereafter.

(iii) All time worked on Sundays shall be paid at double time rates.

(g) When the industry is working seven days a week, in lieu of any one day from Monday to Friday inclusive, female workers may be employed on Saturday and shall be paid, in addition to ordinary wages, half time rates for the first four hours and ordinary time rates thereafter. This subclause shall only apply when female workers are required to work on six days of the week.

Overtime

4. (a) All time worked in excess of the hours prescribed in clause 2 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that four hours may be worked up to 12 noon on Saturdays at time and a half rate. For the purpose of computing overtime, work done up to and including a quarter of an hour shall be deemed a quarter of an hour. Overtime shall be calculated on a daily basis.

(b) Any time worked between 12 noon on Saturday and midnight on the following Sunday shall be paid for at double time rate.

(c) Regular workers unexpectedly called back to work outside normal working hours shall be paid for a minimum of two hours at the appropriate overtime rate.

(d) Regular workers shall be given preference over part time and casual workers in the allocation of overtime.

Meal Period

5. (a) One hour shall be allowed for meals provided that if the majority of workers agree the meal period may be less than one hour.

(b) Any worker required to work during any portion of his meal period shall be paid at time and one half rate in respect of the time so worked during such meal period.

(c) A worker shall not be employed for more than four and a half hours continuously without an interval of not less than half an hour for refreshments.

Wages

6. (a) The following shall be the minimum rates of wages:

	Per Week
	£ s. d.
(i) Adult male workers—	
To commence	12 17 6
After 6 months' continuous service	13 6 3
Males under 18 years of age	7 13 4
Males 18 years to 20 years	10 10 0
Thereafter adult rate.	
(ii) Adult females—	
To commence	8 15 0
After 6 months' continuous service	9 5 0
Females under 18 years of age	6 12 6
Females 18 years to 20 years	7 18 4
Thereafter female adult scale.	

(iii) Adult workers who have completed not less than six months' continuous service with the same employer and are laid off work by the employer owing to a reduction of work shall, if re-engaged within 12 months by the same employer, be paid the rate applying after six months' continuous service, provided that they are available within 10 days for re-engagement when required.

(b) Workers employed for less than one week shall be deemed to be casuals and shall be paid not less than the following rates:

	Per Hour
Adult males	One fortieth of the appropriate weekly rate prescribed in paragraph (i) of subclause (a) of this clause.
Adult females	4s. 4½d.

(c) Workers who by agreement are employed weekly for a lesser number of hours than those specified in clauses 2 and 3 hereof shall be paid on a *pro rata* basis, calculated on a 40-hour week. The union shall be notified of any such agreement.

(d) A worker placed in charge of three or more other workers shall be paid 17s. 6d. per week additional to the above rates.

(e) This award shall not operate so as to reduce wages paid nor so as to affect adversely in any way the conditions of employment of any worker employed on the date of this award.

(f) Piecework shall be by arrangement between the authorised representative of the union and the employer.

(g) Special classes of workers not referred to in subclause (a) of this clause shall be paid a rate to be mutually agreed between the union and the employer.

Allowances

7. (a) A worker required to work in a refrigerated store or chamber in a temperature of 32 degrees Fahrenheit or less shall be paid an allowance of 6d. per hour while so employed.

(b) Workers employed on the work of lye peeling shall be paid 7d. per hour extra while so employed.

(c) When a worker is required to work overtime for more than one hour beyond his normal finishing time on any day, the employer shall provide a meal or pay such worker 5s. 3d. to enable him or her to obtain a meal, unless such worker has been notified before noon on the day on which overtime is to be worked that he or she shall be required to work overtime: Provided that when such notice has been given and the worker's services are not required, he or she shall receive the meal allowance and a minimum of two hours' pay at the appropriate rate.

(d) Workers employed on skinning, filletting, or boning raw fish shall be paid 4½d. per hour extra.

Terms of Employment

8. (a) In the case of workers with less than six months' service (other than casuals) two days' notice shall be given by either party of the termination of employment. In the case of workers with more than six months' service one week's notice shall be given by either party of the termination of employment. Nothing in this clause shall prevent an employer from summarily dismissing a worker for wilful misconduct.

(b) Should the notice required to be given in subclause (a) of this clause not be given by either part, then two days' pay, in the case of workers with less than six months' service, shall be paid or forfeited, as the case may be; and one week's pay, in the case of all other workers, shall be paid or forfeited, as the case may be.

(c) No deduction shall be made from the weekly wages provided herein for any cause except for time lost through the worker's own default, union subscriptions, sickness, or accident not arising out of and in the course of his employment.

Payment of Wages

9. Workers shall be paid weekly in cash not later than Thursday and in the employer's time, provided that where a holiday falls on a Friday wages shall be paid not later than the preceding Wednesday. Workers shall be supplied with written details of wage calculations. Where practicable, workers shall be paid immediately upon discharge.

Holidays

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

(b) Should any of the above holidays, except Anzac Day, fall on a Saturday or a Sunday, then for the purpose of this award it shall be observed on the following Monday or Tuesday.

(c) Any work done on Sunday or any of the above-mentioned holidays, or holidays observed in lieu thereof, shall be paid for at double time rates. The said payment shall be in addition to the ordinary weekly wage.

(d) Should any of the above holidays not be generally observed in any locality, another day may be observed in lieu thereof.

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

In lieu of two weeks annual holiday workers regularly employed on afternoon or night shifts for a period of not less than 10 weeks in each year shall be allowed 11 working days' annual holiday, or for a period of not less than 20 weeks in each year, shall be allowed 12 working days' annual holidays.

General Conditions

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

(b) Workers employed in damp or wet places shall be supplied with gumboots and rubber aprons or overalls. Protective clothing shall be supplied in accordance with regulation 29 of the Food Hygiene Regulations 1952, and as required by the aforesaid regulations, the laundering of such clothing shall be the responsibility of the employer: Provided, however, that the union and any employer may agree on an alternative proposal in order to comply with the aforesaid regulations.

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

(d) Boys under 16 years of age shall not handle more than 56 lb single-handed.

(e) Where gloves and aprons are essential, these shall be supplied by the employer.

(f) The employer shall supply suitable dining and lavatory accommodation together with facilities for changing clothes, also hot water for washing as prescribed by the Factories Act 1946 and its amendments. Where the employer considers it practicable, he shall permit workers to leave their bicycles or cars within the factory precincts within working hours.

(g) Each worker on leaving or being discharged from his or her employment shall, on request, within 24 hours thereafter, receive a certificate of service in writing stating the position held and length of service. Original references shall be the property of the worker and shall be returned within 48 hours after engagement.

(h) First aid kits shall be provided in all factories and shall be in charge of a responsible person.

(i) A worker continuously employed in a refrigerated store or chamber in which the temperature is below 32 degrees Fahrenheit shall be allowed to leave the chamber at least once in every hour for a period of 10 minutes. This period shall not be in addition to the break required under subclause (c) of clause 2.

(j) All freezing chambers and stores shall be provided with emergency pilot lights. There shall be adequate provisions for communication with the engine room or the outside by means of lights, bells, or indicators.

Ammonia respirators shall be supplied for use in emergency.

Disputes

12. The essence of this award being that on no account whatsoever shall the work be impeded, any dispute in connection with any matter not specifically 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 Conciliation Commissioner or other person mutually agreed upon who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner or such other person, 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.

Right of Entry Upon Premises

13. 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.

Unqualified Preference

14. (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 two 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.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

15. (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

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

Scope of Award

17. This award shall operate throughout that part of the Wellington Industrial District known as the province of Hawke's Bay.

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 first day of the first working week that occurs in each establishment commencing on or after the 30th day of September 1963, 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 9th day of October 1965.

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 9th day of October 1963.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 14 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.

HAWKE'S BAY FOOD PRESERVING WORKERS—EXEMPTION FROM 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 the Hawke's Bay Food Preserving Workers' Award, dated the
9th day of October 1963, and recorded in 63 Book of Awards 2095.

WEDNESDAY, THE 26TH DAY OF FEBRUARY 1964

IN pursuance and exercise of the powers conferred on the Court by section 130
of the Industrial Conciliation and Arbitration Act 1954, total exemption from
the provisions of the Hawke's Bay Food Preserving Workers' Award, dated the
9th day of October 1963, is hereby granted to the under-mentioned company:

Cellina Fisheries Ltd., Awatoto, Napier.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

On 27 September 1963 the terms of settlement stated to have been arrived
at by the parties in Conciliation Council in the Hawke's Bay Food Preserving
Workers Industrial Dispute were filed with the Clerk of Awards and forwarded
directly to the Court of Arbitration pursuant to section 130 of the Industrial

Conciliation and Arbitration Act 1954. The award was duly made on 9 October 1963 without a hearing of the dispute. Listed among the original parties is Cellina Fisheries Ltd., Awatoto, Napier. This employer had not previously been cited as a respondent in the proceedings leading up to past awards in the industry. On 14 October 1963 the company made application for total exemption from the award under the authority of sections 129 (2) and 130 (2) of the Industrial Conciliation and Arbitration Act.

The grounds advanced in support of the application are:

- “1. The Company is not engaged in the food preserving industry.
2. The Company activities are confined to the handling of green fish.
3. The Company packs fish in boxes for sale in the Hawke’s Bay and adjacent areas.
4. Fish not for immediate sale is filleted and packed in cartons for later sale and delivery, or for export.
5. No activity of the Company can be described as food preserving.
6. The Company employees are Fish Trade workers only.”

The application was heard at Napier on 20 February 1964 and was opposed by the New Zealand (Except Northern, Westland, and Otago and Southland Industrial Districts) Food Processing, Chemical and Related Products Factory Employees Industrial Union of Workers.

The award purports in its title to cover food preserving workers, and clause 1 defines the industry to which the award applies in the following terms—

This award shall apply to manual workers and uncertificated laboratory workers engaged in the manufacture, canning, quick freezing, freeze drying, cool storing, bottling, and packaging of fruit, vegetables, meat, fish, juice extracts, and all food-stuffs, including synthetic products.

The references to meat and fish will be noted.

The Court on 18 December 1963 dealt with very similar applications from four employers engaged in the handling of green fish in the Canterbury Industrial District. (63 Book of Awards . . .)

In the memorandum which accompanied the Court’s order we stated that we do not think that the award is designed to cover the preparation of meat for sale in abattoirs, freezing works, and butchers shops, neither do we think that the preparation of green fish for the retail market in New Zealand or for export is clearly intended to be covered. We would draw attention to the fact that the Wellington Fish Workers Industrial Union is still registered under the Industrial Conciliation and Arbitration Act, and its membership rule covers any worker employed as a fish cleaner or fish smoker in the Wellington Industrial District, which includes the province of Hawke’s Bay, but the Court has received notice that the union’s registration may shortly be cancelled unless cause to the contrary is shown. (*N.Z. Gazette*, 13 February 1964, No. 7, p. 194.)

If fish is canned or bottled in a factory in Hawke’s Bay, we think such operations are covered by the Hawke’s Bay Food Preserving Workers’ Award. Cellina Fisheries Ltd. at present do not undertake such work, therefore we have decided to grant the company total exemption.

We would point out that in the Gisborne Judicial District fish trade workers employed in connection with the preparation of fish from its green state are covered by a separate award, and it appears to us that negotiation of a similar document to cover fish trade workers in Hawke’s Bay might well be considered by the appropriate parties.

A. TYNDALL, Judge.