

OTAGO AND SOUTHLAND SMALLGOODS WORKERS (RETAIL)—AWARD

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Otago and Southland Operative Butchers and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned persons, firms, and companies (hereinafter called “the employers”):

Barton's Butchery, Corner Manse and Princes Streets, Dunedin.

Bolwell's Quality Butcher, 430 George Street, Dunedin.

Duke, W., and Sons Ltd., 185 George Street, Dunedin.

Farquhars Butchery Ltd., 118 Dee Street, Invercargill.

Forte Roche and Co., 177 Rattray Street, Dunedin.

Joyce, H. C., and Co., 413 Thames Highway, Oamaru.

Leckie, A., 153 Forbury Road, Dunedin.

M.M.M. Butcheries (Dn.) Ltd., 21 Frederick Street, Dunedin.

Railton, A. C., 66 Elgin Road, Dunedin.

Robertson, John J., Ltd., 360 George Street, Dunedin.

Robertson, Charles, 527 Hillside Road, Dunedin.

Sherriff, A. M., 75 City Road, Dunedin.

Wallace, G. A., 151 King Edward Street, Dunedin.

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 September 1964 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 8th day of October 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to smallgoods factories and to the workers employed therein.

For the purpose of this award the term "smallgoods factory" shall mean any smallgoods factory owned or controlled by an employer who is also engaged in the meat retailing industry, but shall not include any smallgoods factory wherein the workers are already covered by the Otago and Southland Bacon Factories and Smallgoods Factories' Employees Award or the South Island Butchers Award.

Hours of Work

2. (a) Forty hours shall constitute a week's work, to be worked under either Set 1 or Set 2 as follows:

Set 1—Between 7.30 a.m. and 4.30 p.m. on five days of the week, Monday to Friday, both days inclusive.

Set 2—Between 8 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

(b) The daily working hours under this award shall be worked continuously without any breaks other than those prescribed herein for meals and refreshments.

(c) Not more than one hour shall be allowed each day for the midday meal and 10 minutes to count as time worked shall be allowed each morning and afternoon for refreshments, and facilities for heating water shall be provided.

(d) For the purpose of calculating the hours of work, each of the holidays hereinafter mentioned shall be deemed to be a day worked for the number of hours usually worked on that day of the week, although no work shall have been actually done on such holiday.

(e) Each employer shall notify the union within seven days of the coming into operation of this award, and immediately after the employment of any new worker, of the names of all such workers, together with his starting and finishing time each day; his hours when so fixed shall continue in force for a period of not less than six months, and thereafter until an alteration is notified to the union. Such notices shall be in writing and transmitted not less than seven days before the alteration becomes effective. The operation of all notices under this clause shall be for six-monthly periods, unless otherwise agreed to between the union and the employer.

Classification and Rotation

3. (a) For the purposes of this award a "smallgoods man" is a worker who is employed in cutting, preparation, and manufacture of smallgoods.

(b) An employer, manager, or branch manager who actually performs the work of a smallgoods man may be classed as first smallgoods man in that factory: Provided that where three or more adult workers are employed in any factory, one shall be paid as first smallgoods man.

Wages

4. Workers shall be paid not less than the rates of wages specified in the following scale:

				Per Week		
				£	s.	d.
First smallgoods man	.....	.....	.....	15	12	6
All other workers	.....	.....	.....	13	12	6

Boys and Youths

5. Boys and youths may be employed and shall be paid not less than the rates of wages specified in the following scale:

				Per Week		
				£	s.	d.
Under 16 years of age	.....	.....	.....	4	16	8
16 to 16½ years of age	.....	.....	.....	5	6	8
16½ to 17 years of age	.....	.....	.....	6	0	0
17 to 18 years of age	.....	.....	.....	6	18	4
18 to 19 years of age	.....	.....	.....	8	1	8
19 to 20 years of age	.....	.....	.....	9	11	8
20 to 21 years of age	.....	.....	.....	10	18	4

Thereafter in accordance with clause 4 hereof.

Casuals

6. A "casual" is a worker whose employment is for a period of less than a week. Casual workers shall be paid not less than £3 2s. 6d. per day for each day upon which they are required to work.

Overtime

7. (a) All time worked after the ordinary time for ceasing work on any one day shall be paid for at the rate of time and a half for the first three hours and double time rates thereafter.

(b) All time worked before the ordinary starting time in the morning shall be paid for at double time rates.

(c) For the purpose of calculating overtime, any overtime under half an hour shall count as half an hour, and if over half an hour but under one hour, as one hour worked.

Notice of Overtime and Tea Money

8. Notice shall be given prior to noon on the same day to any worker required to work overtime after 6 p.m. and such worker shall be paid 5s. 2d. tea money.

Weekly Employment

9. (a) The employment shall be deemed to be a weekly employment and no deduction from wages shall be made except for time lost through the default, illness, or accident of the worker.

(b) Except in the case of casuals, not less than one week's notice shall be given by either party of the termination of the employment. The period of notice in either case shall be exclusive of the whole or any part of the annual holiday required to be given in pursuance of this award. Where the weekly employment is terminated without the requisite notice, one week's wages shall be paid or forfeited as the case may require.

Payment of Wages

10. (a) All wages and overtime shall be paid weekly during working hours and in cash not later than Wednesday in each week. Should a holiday fall on any regular pay day, wages shall be paid for that week on the working day preceding the holiday.

(b) At the time of payment workers shall be supplied with a statement setting out the particulars relating to the weekly wage, overtime, and any deductions made therefrom.

Holidays

11. (a) The following shall be observed as holidays: New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, Anniversary Day or Show Day or one other day in lieu thereof to be agreed upon between the employers' and the workers' unions.

If any day shall be generally observed as a holiday in lieu of the foregoing holidays, each day shall, for the purposes of this award, be observed in lieu of the specified holiday.

(b) Should any of the above-mentioned holidays, other than Anzac Day, fall on a Saturday or Sunday, then for the purposes of this award such holiday shall be observed on the following Monday. Should any of the said Mondays be a holiday under this award, such holiday shall be observed on the following Tuesday.

(c) (i) Except where otherwise provided all work done on Saturdays, Sundays, or any of the above-mentioned holidays or on the day observed in lieu thereof shall be paid for at double time rates. The said payment shall be in addition to ordinary weekly wages.

(ii) Workers employed on Saturday in shops which are permitted to be open on that day pursuant to any order made by a Magistrate's Court under section 10 of the Shops and Offices Act 1955, shall be paid in accordance with the following provision:

Any work done on Saturday as part of the ordinary week's work of 40 hours shall be paid for at one half the ordinary time rate in addition to the ordinary weekly wage, provided that any work done on Saturday which is in excess of the weekly limit of 40 hours shall be paid for at double rates.

Annual Holidays

12. (a) An annual holiday of two weeks on full pay shall be granted to each worker under this award on completion of each year of service, such annual holiday to be exclusive of holidays provided for in subclause (a) of clause 11, and workers shall be paid for the annual holiday on or before its commencement. A worker not completing a year of service with an employer shall be granted payment in accordance with the provisions of the Annual Holidays Act 1944.

(b) Upon completion of 10 years' continuous service with the same employer a worker shall be granted in respect of the tenth and each further year of service with that employer an annual holiday of three weeks instead of two weeks as mentioned in subclause (a) of this clause. A worker not completing a year of service under this subclause shall be granted proportionate payment in accordance with the length of service during that year.

General

13. (a) A copy of this award shall be at all times affixed in some conspicuous place at or near the entrance to the factory and in such a position as to be easily accessible to the workers employed therein.

(b) At all establishments suitable arrangements shall be provided for hanging up and changing clothes.

(c) No worker who has charge of or drives any vehicle for his employer and stables or accommodates such vehicle on his own premises shall do any cleaning or repairing work to such vehicle at his place of residence either before or after the hours of starting or finishing work as set out in the award or on any holiday or Sunday.

(d) No boy or youth under 17 years of age shall be employed to have charge of any cart or motor vehicle in which meat is delivered or sold.

(e) The employment of casual boy labour by either employer or employee is not permitted and employees are not allowed to have the assistance of casual boy labour at any time.

(f) A first aid kit as approved by the Department of Health shall be provided at each factory.

(g) Where a bicycle is used to deliver orders, the employer shall provide and maintain such bicycle.

(h) In all factories suitable provision shall be made for the sharpening and grinding of tools.

(i) Provision shall be made by means of sinks and such like sanitary fittings together with an adequate supply of both hot and cold water for cleaning appliances used on the premises.

Ablution basins, hot and cold water, soap and towels for the use of persons employed in or about the premises shall be provided.

(j) Nothing in this award shall operate to reduce the wages of any worker now employed while he remains in his present position of employment.

Clothing, etc.

14. (a) All workers employed in smallgoods factories shall be provided with suitable overalls, clogs or gumboots, waterproof aprons and/or leggings, such articles to remain the property of the employer.

(b) In lieu of laundering the overalls provided in subclause (a) of this clause the employer may pay the worker a weekly sum of 7s. 6d. whereupon the worker shall be obliged to satisfactorily launder the overalls.

(c) Workers required to load or unload carcass meat in or out of vans and carts shall be provided with suitable overalls and head covers.

(d) Workers required to deliver orders shall be provided with waterproof coats and leggings for use in wet weather.

(e) Knives, steels, stones, and pouches, where required by the work being performed, shall be supplied by the employer.

Time and Wages Book

15. (a) The occupier of a factory in which one or more workers are employed shall at all times keep, in the prescribed form, or in such other form as may be approved by the Inspector of Factories, a record in English (called the wages and time book) showing, in the case of each worker:

- (i) The name of the worker, together with his age if under 21 years of age;
- (ii) The kind of work on which he is usually employed;
- (iii) The hours during which he has actually been employed on each day;
- (iv) The wages paid on each pay day and the date thereof;
- (v) Such other particulars as are prescribed by regulations.

(b) The entry of the particulars hereinbefore referred to, or a memorandum in writing containing such particulars, shall be signed by the worker at the time of the payment of his wages, and such signature shall operate as a receipt for such payment.

(c) The wages and time book in use for the time being, and any such book used within the preceding five years, shall at all times be open to the inspection of an inspector.

(d) Every worker who fails to sign the record as provided in this clause, or who wilfully signs an incorrect record, is liable to a fine not exceeding £5.

(e) An inspector may at any time require the occupier to verify the entries in the wages and time book, in such form as may be prescribed.

Right of Entry

16. Every employer bound by this award shall permit the secretary or other authorised officer of the union of workers 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 or collect contributions, but not so as to interfere unreasonably with the employer's business.

References

17. (a) Each worker on leaving or being discharged from his employment shall, on request, be given within 48 hours thereafter, a reference in writing stating the position held and the length of service.

(b) Original references shall be the property of the applicants and shall be returned within 48 hours after the engagement or rejection of the application.

Disputes

18. 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 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

19. (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.

(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

20. (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

21. 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

22. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award

23. 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 pay week in each establishment commencing on or after the 2nd 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 25th day of September 1964.

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 8th 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 19 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
