

TARANAKI, WELLINGTON (EXCEPT HAWKE'S BAY PROVINCIAL DISTRICT),
MARLBOROUGH, NELSON, AND CANTERBURY FOOD PRESERVING
FACTORY EMPLOYEES'—AWARD

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

In the Court of Arbitration of New Zealand, Taranaki, Wellington, Marlborough, Nelson, and Canterbury 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 (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 firms and companies (hereinafter called “the employers”):

TARANAKI INDUSTRIAL DISTRICT

Fresha Products Ltd., Brooklands Road, New Plymouth.
Linnell and Co. Ltd., Hawera.

WELLINGTON INDUSTRIAL DISTRICT

Fisherman's Cooperative Ltd., 75 Dixon Street, Wellington.
Poole, V. A., and Co Ltd., Railway Avenue, Lower Hutt.
Port Fish Supply, Heads Road, Castlecliff.
Prepared Foods Ltd., Main Street, Palmerston North.

MARLBOROUGH INDUSTRIAL DISTRICT

Marlborough-Nelson Free Flow Products Ltd., Blenheim.
Nelson Fisheries Ltd., Picton.
Perano, J., Ltd., Tory Channel, Picton.
United Fisheries Ltd., Picton.

NELSON INDUSTRIAL DISTRICT

Nelson Fisheries Ltd., Nelson.
N.Z. Foods Co. Ltd., High Street, Motueka.
Snowcraft Frozen Foods Corporation Ltd., High Street, Motueka.

CANTERBURY INDUSTRIAL DISTRICT

Fish Processing Ltd., 245 Moorhouse Avenue, Christchurch.
 Fropax (N.Z.) Ltd., Harewood Road, Christchurch.
 Harrows James Ltd., 43 Norton Road, Riccarton.
 Nelson Fisheries Ltd., Kaikoura.
 Nelson Fisheries Ltd., Lake Ellesmere.
 United Fisheries Ltd., 28 Sandford Street, Sydenham.

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 31st 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 12th day of November 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, including shell fish, whale, 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 any such female worker is 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 10 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. per 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 an 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: 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 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 any such female worker is 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 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 computed on a daily basis.

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

(c) Regular workers called back to work outside normal working hours shall be paid 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 but by mutual agreement between the employer and the majority of his workers less than one hour may be allowed.

(b) Any worker required to work during any portion of his or her meal period shall be paid at time and one half rates 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	13	0	0
After six months' continuous service	13	6	3
Males under 18 years of age	7	13	4
Males 18 to 20 years of age	10	10	0
Thereafter adult rate.			

(ii) Adult females—			
To commence	8	15	0
After six months' continuous service	9	5	0
Females under 18 years of age	6	12	6
Females 18 to 20 years of age	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:

Adult males: One-fortieth of the appropriate weekly rate prescribed in subclause (a) hereof per hour.

Adult females: 4s. 4½d. per hour.

(c) Subject to the consent of the union part-time workers may be employed at an hourly rate of one-fortieth of the appropriate weekly rate. This subclause shall be subject to clause 4 hereof.

(d) A worker placed in charge of three or more other workers shall be paid 17s. 6d. per week in addition to the rates prescribed in subclause (a) hereof.

(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 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, and shall be provided with suitable protective clothing which shall be kept clean at the employer's expense.

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

(c) Any worker required to work overtime after 6 p.m. on any day shall be paid the sum of 5s. 3d. meal money unless such worker can reasonably go home for a meal and return to work within one hour.

(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 the 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 the 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) hereof not be given by either party, 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, sickness, or accident not arising out of or in the course of his employment and the deduction of union fees.

(d) At the request of the union, the employer shall deduct union fees from the wages of each worker and shall pay the fees as deducted to the union.

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. Workers shall be paid immediately upon discharge.

Holidays

10. (a) The following shall be the recognised 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) (i) 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 holidays, or for a period of not less than 20 weeks in each year, shall be allowed 12 working days annual holidays.

(ii) In lieu of the foregoing annual holidays, workers in the Nelson Industrial District after 10 years' continuous service with the same employer shall be allowed an annual holiday of three weeks.

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. Where necessary overalls shall be supplied in other places.

(c) Female workers shall not handle more than 28 lb singlehanded.

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

(e) Where gloves and aprons are essential they 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 the 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 the care of a responsible person.

(i) Workers in the Nelson Industrial District shall, prior to the midday meal interval, and prior to cessation of work at 5 p.m. be allowed reasonable time without deduction of pay for the purposes of changing and washing.

(j) Female workers in the Nelson Industrial District who have been employed for not less than six months shall be permitted a total of up to one week's sick pay without deduction in any one year.

(k) 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 2 (c).

(l) 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 available 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 the absence 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 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.

(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 the industrial districts to which this award relates.

Scope of Award

17. This award shall operate throughout the Taranaki, Wellington (except Hawke's Bay Provincial District), Marlborough, Nelson, and Canterbury Industrial Districts.

Exemption

18. Nothing in this award shall apply to S. Kirkpatrick and Co. Ltd., Nelson and Motueka.

Term of Award

19. 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 working week in each establishment commencing on or after the 14th day of October 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 31st 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 12th day of November 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.

**TARANAKI, WELLINGTON (EXCEPT HAWKE'S BAY PROVINCIAL DISTRICT),
MARLBOROUGH, NELSON, AND CANTERBURY FOOD PRESERVING FACTORY
EMPLOYEES—EXEMPTION FROM AWARD**

In the Court of Arbitration of New Zealand, Canterbury Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of the Taranaki, Wellington (except Hawke's Bay Provincial District), Marlborough, Nelson, and Canterbury Food Preserving Factory Employees' Award, dated the 12th day of November 1963, and recorded in 63 Book of Awards . . .

WEDNESDAY, THE 18TH DAY OF DECEMBER 1963

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 Taranaki, Wellington (except Hawke's Bay Provincial District), Marlborough, Nelson, and Canterbury Food Preserving Factory Employees' Award, dated the 12th day of November 1963 is hereby granted to the undermentioned companies, except that such exemption shall not operate in so far as any of the said companies is engaged or may engage in the canning or bottling of fish or fish products:

Fish Processing Ltd., 245 Moorhouse Avenue, Christchurch.
Independent Fisheries Ltd., 237 Waltham Road, Christchurch.
Feron, P. and Son Ltd., 303 Moorhouse Avenue, Christchurch.
United Fisheries Ltd., 28 Sandford Street, Christchurch.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

On 4 November 1963 the terms of settlement stated to have been arrived at by the parties in Conciliation Council in the Taranaki, Wellington (except Hawke's Bay Provincial District), Marlborough, Nelson, and Canterbury Food Preserving Factory Employees' 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 12 November 1963 without a hearing of the dispute. Through an oversight an application to strike out United Fisheries Ltd., 28 Sandford Street, Sydenham and Fish Processing Ltd., 245 Moorhouse Avenue, Christchurch was not finally disposed of by the Conciliation Council before the award was made. Thereupon an application was made on behalf of the two companies for total or partial exemption from the award.

In addition the application for exemption covers Independent Fisheries Ltd., 237 Waltham Road, Christchurch and P. Feron and Son Ltd., 303 Moorhouse Avenue, Christchurch.

The grounds advanced in support of the application are that the four companies are engaged in the wholesale fish trade and are not engaged in the food preserving industry. The application was heard at Christchurch on 4 December 1963.

The award purports in its title to cover food preserving factory employees. Clause 1 reads:

"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, including shell fish, whale, juice extracts and all foodstuffs, including synthetic products."

The references to meat and fish will be noted.

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. The scope of the award includes the Wellington Industrial District (except Hawke's Bay Provincial District) yet the Wellington (Twenty-five Mile Radius) Fish-Workers' Award (38 Book of Awards 2749) is still in operation and it applies to the fish curing and preserving industry. If fish is canned or bottled in a factory, we think such operations are covered by the Food Preserving Factory Employees' Award.

We have decided to grant conditional exemption to Fish Processing Ltd., United Fisheries Ltd., and P. Feron and Son Ltd. The evidence shows that Independent Fisheries Ltd., is at present carrying out the canning of fish to a moderate extent. Consequently this company is bound by the Food Preserving Factory Employees' Award in so far as its canning operations are concerned.

A. TYNDALL, Judge.

DISSENTING OPINION OF MR GRANT

I am of the opinion that the applications for exemption should not be granted in part or in whole.

It seems to me the undertakings concerned were quite prepared to operate under the terms and conditions of the Taranaki, Wellington (except Hawke's Bay Provincial District), Marlborough, Nelson, and Canterbury Food Preserving Factory Employees' Award until clause 7 (d) was introduced. This indicates to me that these undertakings are concerned only with an additional cost of production rather than the ultimate well-being and proper rewarding of employees; therefore at this juncture I see no reason for their being released from the award.

These companies are processing and preserving sea-food, i.e. fish for ultimate as well as immediate consumption by the purchaser, and their workers are, in my opinion, within the coverage of the rules of the union and the terms of the award.
