

**TARANAKI, WELLINGTON, MARLBOROUGH, NELSON, AND CANTERBURY
FOODSTUFFS AND CHEMICAL PRODUCTS 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 persons, firms, and companies (hereinafter called “the employers”):

TARANAKI INDUSTRIAL DISTRICT

National Dairy Association, Hawera.
Newton King, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Association Products Ltd., 302 Jackson Street, Petone.
Bonny Biscuits, 86 Hombar Street, Palmerston North.
Farm Products Co-op. (Wellington) Ltd., 107–115 Thorndon Quay, Wellington.
Foodstuffs (Wellington) Co-operative Society Ltd., Peterkin Street, Wingate.
Hansell Laboratories Ltd., Masterton.
Hodder and Tolley, Feilding.
Margo-Margarine, 183 Rintoul Street, Wellington.
Niblet Food Products Ltd., 15 Pirie Street, Wellington.
Smith and Smith, Victoria Avenue, Wanganui.
Taylor, E. T., and Co., 71 Courtenay Place, Wellington.
Whitlock and Sons (Condiments), 24 London Street, Wanganui.
Wonder Stock Food, 88 Princess Street, Palmerston North.

MARLBOROUGH INDUSTRIAL DISTRICT

Bright, S. T., Poultry Foods, Maxwell Road, Blenheim.
Elastrator Ltd., Blenheim.
Grassmere Salt Works, Seddon, Marlborough.
Ovoline Pty. Ltd. (C. J. Penny, Manager), corner Charles and Henry Streets, Blenheim.

NELSON INDUSTRIAL DISTRICT

Baird, James, and Co., Poultry Foods, 47 Trafalgar Street, Nelson.

CANTERBURY INDUSTRIAL DISTRICT

Celopak Products Ltd., Carlyle Street, Christchurch.
Edmonds, T. J., Ltd., 375 Ferry Road, Christchurch.
Melhuish, J. J., Wilsons Road, Woolston, Christchurch.
Holland, Honey Processors, Pleasant Point, South Canterbury.

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 11th day of December 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 11th day of December 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. (a) This award shall apply to the manufacture, processing, preparation for sale, bottling, packaging, labelling, wrapping or tinning and handling raw materials including canning of:

Baking powder	Harness dressings
Blue	Honey
Cereal foods	Icing sugar
Chemical products (including stock foods and stocks licks) for veterinary, household, medicinal, manufacturing, industrial, processing, preserving and/or for horticultural or agricultural use or for use as foods	Ink (other than printers' ink)
Cider	Insecticides
Cleansing preparations	Jelly crystals
Cocoa	Lunch wraps
Coffee and/or chicory (ground or essence)	Macaroni
Condiments	Malt extracts
Cooking preparations	Margarine
Cornflour	Pastry-mix (dry)
Custard powder	Peanut butter
Disinfectants	Polishes
Eggs	Preserved ginger
Emulsions	Proprietary and/or patent medicines
Essences	Salt
Food beverages	Sandwich spreads
Foodstuffs or tablets	Sanitary towels
Fruit peel (crystallised, dried and/or drained)	Seeds
	Spices
	Starch
	Syrups
	Tea
	Toilet preparations
	Unfermented fruit juices
	Vegetable extracts
	Vinegar

And to work in connection with or incidental thereto, and to all manual workers who are employed in connection with the above work.

(b) Other manual workers (excepting engineers, engine drivers, and firemen) employed at work ancillary to the industry, including the making, for any class of material, of containers for use in the factory, but shall not apply to workers

who are substantially employed at work coming within the scope of any award in force made by the Court of Arbitration or of any industrial agreement in force made in accordance with the rules of any other industrial union.

Workers employed at work ancillary to the industry shall be paid not less than the rates provided in the appropriate award or industrial agreement while so employed.

Hours of Work

2. (a) Forty hours shall constitute a week's work, and eight hours in any day shall constitute a day's work. The daily hours shall be worked between 8 a.m. and 5 p.m. from Monday to Friday, both days inclusive: Provided that male workers may be employed between the hours of 7.30 a.m. and 5 p.m.

(b) Five shifts may be worked per week as required by the employer: Provided that where shifts are worked eight hours shall constitute a full shift. Workers working shifts shall be paid 5s. 2d. per shift in addition to the ordinary rates of pay prescribed in clause 4 hereof for each shift worked outside the ordinary working hours as prescribed in subclause (a) of this clause. Shift workers shall be allowed an interval of half an hour for a meal without deduction from pay, and the hours of work shall be continuous. A worker required to work less than three consecutive shifts shall not be deemed to be a shift worker, but shall be paid for such work at overtime rates.

(c) The foregoing provisions may be varied by mutual agreement between the union and the employer concerned, in respect of shift work on continuous processes operating over seven days of the week.

Meal Hours

3. No less than three-quarters of an hour shall be allowed for meals, unless mutually agreed to by the employer and worker and approved by the union representative.

Wages

4. The following shall be the minimum rates of wages:		Per Week		
		£	s.	d.
(a) Adult male workers	.....	13	5	0
(b) Males under 18 years of age	.....	7	9	2
Males 18 years to 20 years of age	.....	10	6	8
Thereafter adult rate.				
(c) Adult females	.....	9	0	0
(d) Females under 18 years of age	.....	6	6	8
Females 18 years to 20 years of age	.....	7	13	4
Thereafter female adult scale.				

(e) A worker placed in charge of three or more other workers (other than casuals) shall be paid 15s. per week in addition to the rates prescribed in subclauses (a) and (c) of this clause.

Casual Workers

5. (a) 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		
		s.	d.	
Adult males	.....	6	7½	
Adult females	.....	4	6	

(b) Workers unable to accept full-time employment may be employed on a part-time basis, and the employer shall pay *pro rata* the appropriate scale of wages.

Overtime

6. (a) All time worked in excess or outside of the hours prescribed in clause 2 hereof shall be paid for at time and a half for the first three hours in any day and double time thereafter.

(b) When a worker is required to work overtime after 6 p.m. on any day the employer shall provide a meal or pay such worker 5s. 2d. to enable him or her to obtain a meal: Provided such worker cannot reasonably get home for a meal and return within a period of one hour; and further provided that if any worker has had notice to work overtime and his or her services are not required he or she shall receive the meal allowance.

Payment of Wages

7. Wages shall be paid in cash, in the employer's time and not later than Thursday; provided that where a holiday falls on a Friday wages shall be paid not later than the preceding Wednesday. Such wages shall be paid weekly.

Terms of Employment

8. (a) The employment shall be deemed to be a weekly employment, and no deduction shall be made from the weekly wages payable hereunder except for time lost through the default or sickness of the worker or by reason of accident.

(b) By agreement between the union and any employer such employer may deduct union subscriptions on being authorised so to do by any worker.

(c) Not less than seven days' notice shall be given by either party of the termination of employment, except in the case of casual workers: Provided that nothing in this subclause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

(d) Where the employment is terminated without the requisite notice or without good cause one week's wages shall be paid or forfeited as the case may require. Any dispute arising from this subclause shall be dealt with by the employer and the secretary of the union, and failing agreement shall be dealt with under clause 15 of this award.

Certificate of Service

9. 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.

Dangerous Work

10. (a) The employer shall, in the case of workers engaged in the working of any process which is dangerous to the health of the workers, provide respirators, gloves, and such other equipment as will be deemed satisfactory to the Health Department.

(b) In all cases where the use of respirators is essential, the workers shall be paid an extra 7d. per hour for all time so occupied. Where a respirator is used by more than one worker, it shall be fumigated after use.

Holidays

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

(b) Payment for the said holidays shall be made at the same rate as for an ordinary working day, when any of the said holidays falls upon an ordinary working day—i.e., Monday to Friday, both days inclusive.

(c) Subject to section 28 of the Factories Act the employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for that employer during the fortnight ending on the day of any holiday observed in accordance with subclause (a) of this clause.

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

(e) Any work done on Sunday or any of the abovementioned 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.

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

(g) (i) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944: Provided that a worker on the completion of the eleventh and each subsequent year of continuous service with the same employer shall be given three weeks' holiday. The additional week to be taken at a time to be mutually agreed upon between the worker and the employer.

(ii) In lieu of two weeks' annual holiday shift workers regularly and continuously employed on afternoon or night shift, or on three rotating shifts, shall be allowed three weeks' annual holiday on completion of each year's service. The third week's holiday may be allowed either in conjunction with or separately from the first two weeks as the employer may decide.

(iii) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday, then that worker shall not be entitled to any wages for two weeks following that date, but the employer shall before that date pay to him in addition to all other amounts due to him at that date, including amounts to which he is entitled in respect of any special holidays, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment and for the purpose of the Annual Holidays Act, the next year of his employment shall be deemed to commence on that date.

General Conditions

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

(b) Workers working in wet places shall be supplied with gumboots or clogs, and where necessary with waterproof aprons.

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

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

(e) This award shall not operate so as to reduce the wages of any worker during his or her present employment.

(f) A smoko of 10 minutes shall be allowed each morning and afternoon.

(g) Where possible no overtime shall be worked on the union's quarterly meeting night, and the employer shall allow the union representative to place notice of such meeting in a conspicuous place in the factory. At least seven days' notice of such meeting shall be given to the employer by the union secretary.

(h) Where smocks, overalls, gloves, or protective clothing are required they shall be supplied and laundered by the employer.

Accommodation

13. The employer shall supply suitable dining and lavatory accommodation, as required by the Factories Act, together with facilities for changing clothes, also hot water for washing hands.

First Aid Kits

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

Disputes

15. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court within 14 days after such decision has been made known to the party desirous of appealing.

Right of Entry Upon Premises

16. (a) 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.

(b) The employer shall supply a list of workers' names, if requested by the secretary of the union, not more often than once in every three months.

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.

(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.)

Workers Other Than Adults

18. If and so long as the rules of the union permit any worker employed in any position or employment subject to this award who is under the age of 18 years to become a member of the union without ballot or other election, and upon payment of not more than half the payments provided by the rules of the union for adult workers, such worker may become a member of the union, and if such worker neglects to become a member of the union within two weeks from the date of employment the employer may, if requested so to do by the union, dismiss such worker, provided there is then a member of the union equally qualified and of similar status and ready and willing to perform the particular work required to be done.

Under-rate Workers

19. (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.

Exemptions

20. (a) Notwithstanding the hours of work prescribed herein, five and a half hours without an interval for a meal may be worked on the distillation plant of Stevenson and Howell Ltd., 97 Ghuznee Street, Wellington, and the peroxide plant of the Fluenzol Pty. Ltd., 167-171 Thorndon Quay, Wellington.

(b) Any other employer installing plant of the nature of that in subclause (a) of this clause shall be similarly exempted.

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 districts to which this award relates.

Scope of Award

22. This award shall operate throughout the Taranaki, Wellington, Marlborough, Nelson, and Canterbury Industrial Districts.

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 working week in each establishment commencing on or after the 16th 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 11th day of December 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 11th day of December 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 17 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.