

**OTAGO AND SOUTHLAND MANUFACTURING CHEMISTS, PRESERVED FOODS,  
AND JAM FACTORIES' EMPLOYEES—AWARD**

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

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 Manufacturing Chemists, Preserved Foods, Jam, and Starch Factories Employees Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers"):

Bell Tea Co. Ltd., Hope Street, Dunedin.  
 Central Otago Fruit Co. Ltd., P.O. Box 59, Roxburgh.  
 Columbia Products Ltd., 170 Dee Street, Invercargill.  
 Dixon Bros. Ltd., Bluff.  
 Dunedin Canning Co. Ltd., Maclaggan Street, Dunedin.  
 Gregg, W., and Co. Ltd., Forth Street, Dunedin.  
 Irvine and Stevenson's St. George Co. Ltd., Filleul Street, Dunedin.  
 Kempthorne Prosser and Co's. N.Z. Drug Co. Ltd., Stafford Street, Dunedin.  
 Lane Latimer Ltd., 445 Andersons Bay Road, Dunedin.  
 Lane Medicine Co. Ltd., Harbour Street, Oamaru.  
 Murdoch and Co. Ltd., 205 St. Andrew Street, Dunedin.  
 National Mortgage and Agency Co. Ltd., 49 Water Street, Dunedin.  
 Otakou Cool Stores Ltd., Cresswell Street, Dunedin.  
 Otakou Fisheries Ltd., 192 Castle Street, Dunedin.  
 Rattray and Sons Ltd., 17 Crawford Street, Dunedin.  
 Reckitt and Colman Ltd., Forth Street, Dunedin.  
 Reeves, A. E., Ltd., Jutland Street, Dunedin.  
 Skeggs Fisheries Ltd., 40 Harrow Street, Dunedin.  
 Southland Canning Co. Ltd., Bluff.  
 Stephens Inks N.Z. Ltd., Moray Place, Dunedin.  
 Strang, David, Ltd., Esk Street, Invercargill.  
 Vauxhall Fish Supply, 1 Ward Street, Dunedin.  
 Wardells Ltd., George Street, Dunedin.  
 Wilson Malt Extract Co. Ltd., Willowbank, 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 30th day of November 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 14th day of February 1964.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

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

1. (a) This award shall apply to the manufacture, bottling, canning, preparation and/or packaging of condiments; essences; jelly crystals; coffee; spices; malt-extracts; inks; adhesives; disinfectants; toilet preparations; cleansing preparations (other than soap); detergents; polishes; jam; preserved fruit; vegetables; fish; meat; food pastes; oyster grit; chemical products and foodstuffs for veterinary, household, medicinal, manufacturing, processing, preserving, or garden use, and by-products in connection therewith.

(b) This award shall apply to females wholly or substantially employed in connection with the packing of tea.

(c) This award shall apply to fish trade employees (other than fishermen and workers employed in retail shops and workers covered by the Southland Oyster Openers Award) and to workers employed in the manufacture of fish by-products.

##### *Hours of Work*

2. The ordinary hours of work shall not exceed 40 per week nor eight per day and shall be worked between the hours of 7.30 a.m. and 5 p.m. on the five days of the week, Monday to Friday inclusive.

##### *Shift Work*

3. (a) Shifts may be worked as required by the employer, provided that where shifts are worked eight hours (inclusive of mealtime) shall constitute an ordinary shift, and five shifts shall be an ordinary week's work.

(b) Workers working shifts shall be paid 8d. per hour in addition to the ordinary rates of pay prescribed in clause 4 hereof for each shift worked wholly or in part outside the ordinary working hours prescribed in clause 2 hereof. 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) Every worker required to work on any Saturday shall be paid for such work.

(i) For all time worked between midnight Friday and noon on Saturday at not less than one-half as much again as the ordinary rate; and

(ii) For all time worked between noon and midnight on Saturday at not less than double the ordinary rate of pay.

(d) Every worker who is employed on any Sunday shall be paid at not less than double the ordinary rate of pay.

## Wages

4. (a) The following shall be the minimum rates of wages for adult male workers employed in connection with subclause (a) of clause 1:

	Per Week		
	£	s.	d.
Laboratory assistants .....	15	18	6
Man in charge of tablet room .....	15	18	6
Man in charge of tablet coating .....	14	12	6
Compounders .....	13	14	0
Tablet machinists .....	13	14	0
Pan man in malt extract factory .....	13	9	6
All other male workers .....	12	18	0

(b) Fish trade workers shall be paid not less than £13 12s. per week.

(c) *Boys and Youths*—Boys and youths under 21 years of age may be employed in the proportion of one boy or youth to every three or fraction of three fully paid adult male workers at not less than the following minimum weekly rates:

	Per Week		
	£	s.	d.
16 to 16½ years of age .....	3	16	9
16½ to 17 years of age .....	4	9	6
17 to 17½ years of age .....	4	19	4
17½ to 18 years of age .....	5	13	3
18 to 19 years of age .....	6	14	0
19 to 20 years of age .....	7	9	0
20 to 21 years of age .....	8	9	0

(d) *Female Workers*—The minimum weekly rates of wages payable to female workers shall be as follows:

	Per Week		
	£	s.	d.
16 to 16½ years of age .....	3	10	6
16½ to 17 years of age .....	3	18	6
17 to 17½ years of age .....	4	7	6
17½ to 18 years of age .....	4	15	6
18 to 18½ years of age .....	5	6	0
18½ to 19 years of age .....	5	18	4
19 to 20 years of age .....	6	9	9
20 to 21 years of age .....	7	3	0

Thereafter, or on attaining the age of 21 years, not less than £8 15s. per week.

(e) A worker employed at manual work and appointed a working foreman or forewoman by the employer, and whose duties are to take charge of and to supervise the work of other workers in a permanent department of the business shall be paid not less than 18s. 6d. per week additional.

(f) *Special Provisions Applying to the Fish Trade Industry*—Females may be employed in packing fish and picking livers at the rate of £9 4s. per week. If casual female workers are employed, they shall be paid 5s. 4d. per hour.

(g) Female workers engaged in the canning of meat or tongues shall be paid the rates prescribed in the freezing workers' award applying for the time being to the canning of meat in the Otago and Southland Industrial District.

(h) Females employed canning fish shall be paid 2s. 4d. per day or part of a day, in addition to the rates prescribed in subclause (d) of this clause, whilst so employed.

*Casual Workers and Part-time Workers*

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

				Per Hour	
				s.	d.
Adult male workers	.....	.....	.....	6	8
Females	.....	.....	.....	4	6

(b) (i) Where the employer does not regularly require the services of a worker for the full period of 40 hours per week, he shall pay such worker *pro rata* the appropriate wage rate plus 10 per cent.

(ii) Where a worker is unable to accept full-time employment the employer shall pay *pro rata* the appropriate wage rate.

*Overtime*

6. All time worked in any one day outside or in excess of the hours prescribed in clauses 2 and 3 hereof shall be considered overtime and shall be paid for at the rate of time and a half for the first three hours and at double time rates thereafter. Where a worker is required to continue working till after 6 p.m. or after one hour beyond his usual knocking off time, such worker shall be paid 5s. 2d. tea money.

*Holidays*

7. (a) The following holidays shall be allowed without deduction of pay: Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day or a day in lieu thereof to be added to the Easter holidays.

(b) For any work done on any of the above-mentioned days, double time rates shall be paid.

(c) Should any of the foregoing holidays, except Anzac Day, fall on a Saturday or a Sunday, then such holiday shall be observed on the next succeeding working day.

(d) 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 is to be taken at a time to be mutually agreed upon between the worker and the employer.

(e) 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 up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.

*Weekly Employment*

8. (a) Except in the case of casuals, the employment shall be deemed to be a weekly employment, and no deductions shall be made from the weekly wages except for time lost through the worker's sickness, default, or accident.

(b) Not less than one week's notice of the termination of employment shall be given by either party; but nothing in this award shall prevent the employer from summarily dismissing any worker for wilful misconduct.

#### *General Conditions*

9. (a) First aid outfits, fully equipped, shall be provided in each factory and shall be accessible at all times.

(b) Workers employed in wet places shall be supplied with gumboots and/or clogs. Aprons or other suitable protective clothing shall be supplied where necessary. Smocks shall be provided for the use of each female worker by the employer. Where necessary, one pair of overalls shall be supplied, after each six months' continuous service with the same employer, to adult male employees, and such overalls shall remain the property of the employer. Overalls shall be maintained in a clean and repaired state by the worker. Caps shall be supplied to workers for dusty work.

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

(d) Boys under 17 years of age shall not handle more than 56 lb single-handed.

(e) Reasonable facilities for providing warmth in cold weather and efficient ventilation shall be provided in each factory.

(f) The employer shall supply suitable dining and lavatory accommodation, together with facilities for changing clothes, and, where practicable, hot water for washing hands. A suitably furnished rest room shall be provided for females.

(g) Ten minutes' rest period shall be allowed morning and afternoon.

(h) Workers employed in grinding chillies, capsicums, cinnamon, cascara, belladonna, accnite, or benzoin, or filling containers with cayenne pepper or cinnamon shall be paid 2s. 9d. per day extra.

(i) Workers engaged in the grinding of oyster shells, in manure works, in the preparation of crayfish-manure, or in the cleaning of savealls, shall be paid 3s. 3d. extra per day or part of a day whilst so employed.

(j) Suitable gloves and suitable clothing other than that mentioned in subclause (b) of this clause shall be supplied to fish trade workers when required to work in a refrigerated store or chamber, and such clothing shall be kept clean at the employer's expense.

(k) Fish trade workers may be employed at any work within or about the factory in general work in painting, scrubbing, and general labouring work on trawlers, when not engaged at their usual employment.

(l) Each permanent fish trade worker shall be paid 4s. per week as a gumboot, apron, and overall allowance. Such allowance shall be paid at half-yearly intervals or upon termination of employment. Subclause (b) of this clause shall not apply to these workers.

#### *Payment of Wages*

10. Wages shall be paid weekly, in cash, in the employer's time, not later than Thursday in each week. Details of wage make-up and deductions shall be supplied to workers.

#### *Right of Entry*

11. 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 worker, but not so as to interfere unreasonably with the employer's business.

*Matters Not Provided For*

12. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer 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 Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the inspector, may appeal to the Court upon giving written notice to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

*Unqualified Preference*

13. (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*

14. (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 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 any employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

#### *Application of Award*

15. 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*

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

#### *Term of Award*

17. 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 period in each establishment commencing on or after the 25th day of November 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 30th day of November 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 14th day of February 1964.

[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 13 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.