

## NELSON FISH WORKERS—AWARD

In the Court of Arbitration of New Zealand, Nelson Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand (except Northern, Westland and Otago and Southland Industrial Districts) Food Processing, Chemical and Related Products Factory Employees Industrial Union of Workers (hereinafter called “the union”) and the undermentioned companies (hereinafter called “the employers”):

Nelson Fisheries Ltd., Port Nelson.  
Associated Fishermen (Nelson) Ltd., Port Nelson.

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 8th day of March 1966 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 February 1965.

[L.S.]

A. TYNDALL, Judge.

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SCHEDULE

*Industry to Which Award Applies*

1. This award shall apply to workers (other than fishermen and workers in retail shops) employed in the preparation, processing, preserving, freezing, cold storing, and packaging of fish, shell fish, whale, game, and/or their by-products and to the handling of raw-materials and containers.

*Hours of Work*

2. (a) The ordinary hours of work shall not exceed 40 per week nor eight per day to be worked on five days of the week, Monday to Friday inclusive, between the hours of 7 a.m. and 5 p.m.

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

(c) Notwithstanding the provisions of subclause (a) of this clause, shift workers may be employed. Two shifts per day may be worked covering a period of 24 hours. The ordinary hours of work shall not exceed 40 per week to be worked as five shifts of eight hours, including a half hour meal break per shift, on consecutive days between midnight Sunday and midnight Friday. Shift workers shall be paid 6s. per shift. Workers shall be given at least two weeks' notice of their shift roster. Shift workers employed on overtime shifts on Saturdays and/or Sundays shall be paid shift allowance and allowed crib time, providing four or more hours are worked on any such day.

The provisions of this subclause shall apply only where shifts are worked on five or more consecutive working days in any week.

#### *Overtime*

3. (a) All time worked outside of or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and one half for the first three hours and double time thereafter. For the purpose of computing overtime, work done up to and including 15 minutes shall be deemed 15 minutes. Overtime shall be calculated 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) (i) Regular workers required to work more than one hour's overtime (excluding any smoko break) and to continue work after the evening meal, shall be paid for a minimum of two hours at the appropriate overtime rate. This provision shall apply after the completion of eight hours' ordinary work as specified in subclause (a) of clause 2 of this award.

Providing that should a worker cease work of his own accord before the two hours have expired he shall be paid only for the overtime worked.

(ii) Regular workers called back outside of ordinary working hours or required to work on week-ends or holidays shall be paid for a minimum of three hours at the appropriate overtime rates.

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

(e) After 11 hours' work overtime rates shall be paid until the worker has had a break of one and a quarter hours for every two hours worked with a maximum break of 12 hours.

This provision shall apply whether the period so worked falls within one day or partly within one day and partly within the succeeding day.

#### *Meal Period*

4. (a) One hour shall be allowed for meals but by agreement between the employer and the union this may be reduced to not less than half an hour.

(b) A smoko of 15 minutes shall be allowed each morning and afternoon and after two hours' overtime if work is to be continued.

(c) Any worker required to work during any portion of his or her meal break shall be paid at time and one-half rates in respect of the time so worked during such meal period.

No worker shall be employed for more than five hours continuously, including smoko breaks, without an interval of at least 30 minutes for a meal.

(d) Workers commencing at or prior to 5.30 a.m. shall be allowed a 30 minute meal break prior to 8 a.m., and workers commencing between 5.30 a.m. and 6 a.m. shall be allowed a smoko break prior to 8 a.m.

(e) Any worker required to work more than one hour after the usual time for knocking off on any day shall be paid the sum of 5s. 9d. meal money.

#### *Wages*

5. (a) The following shall be the minimum rates of wages:		Per Week
		£ s. d.
(i) Filleters	.....	16 0 0
Other workers:		
Males under 18 years of age	.....	8 5 0
Males 18 to 20 years of age	.....	11 15 0
Thereafter	.....	14 10 0
(ii) Female packers	.....	10 0 0

Female shell-fish openers shall be paid as follows: Opening and cleaning scollops ready for packing, 6d. per lb, opening and cleaning mussels ready for packing, 3d. per lb. Provided that female shell-fish openers be paid not less than 4s. 9d. per hour.

(iii) Females under the age of 19 years may be employed at a wage rate to be mutually agreed between the employer and the secretary or duly authorised representative of the union.

(b) Leading hands, foremen and forewomen shall be paid such extra rate as may be agreed.

(c) The rates for work of an unusually dirty, offensive, onerous or hazardous nature or for work in unusual temperatures shall be as mutually agreed between the employer and the union. In the event of the parties not reaching agreement the matter shall be dealt with under the provisions of clause 10 hereof.

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

#### *Terms of Employment*

6. (a) The employment shall be weekly after the first week. Workers employed for less than one week shall be deemed to be casuals and shall be paid not less than one-fortieth of the appropriate weekly rate.

(b) Subject to the consent of the union representative, part-time workers may be employed on a *pro rata* basis. This subclause shall be subject to clause 3 hereof.

(c) Except for casual workers, one week's notice shall be given by either side of the termination of employment. Should the requisite notice not be given, one week's wages shall be paid or forfeited as the case may be. Nothing in this clause shall prevent the employer from summarily dismissing a worker for wilful misconduct.

(d) No deduction shall be made from the week's 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.

(e) An employee temporary or otherwise shall not cease work at the end of the day other than at the arranged time for ceasing work, unless he shall have obtained permission.

(f) Workers shall be paid weekly in cash not later than Thursday and in the employer's time. Workers shall be paid immediately upon discharge.

Any short payment of wages due to any worker shall at the worker's request be adjusted within 48 hours, otherwise with the following week's pay.

(g) Workers shall be supplied with full details of the make up of their wages.

(h) 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.

(i) Regular workers 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. An employer may require the worker to produce a medical certificate for more than two days' sick leave.

#### *Holidays*

7. (a) The following shall be 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 purposes of this award such holiday or holidays shall be observed on the following Monday or Tuesday.

(c) 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.

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

By mutual agreement between the employer and the union the holidays on 2 January and/or Anniversary Day may be transferred to some other day or days as the case may be.

(e) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944; provided that after 10 years' continuous service with not more than two employers in the industry, an additional week's holiday shall be allowed to workers. Shift workers after 12 months' continuous service shall be granted three weeks' annual holiday on ordinary pay as defined in the Annual Holidays Act 1944.

#### *General Conditions*

8. (a) Workers shall be supplied with overalls, boots, and/or gumboots and aprons, and if working in the open, waterproof coats, leggings and sou'westers.

All such articles shall be replaced or adequately repaired by the employer when no longer serviceable as the result of fair wear and tear and shall remain the property of the employer.

(b) Overalls shall be laundered at the employer's expense.

(c) All clothing supplied to the worker shall be returned to the employer on the termination of employment. The employer shall have the right to deduct from the wages due to the worker at the date of termination of employment, the reasonable value, after allowing for fair wear and tear, of clothing not returned by the worker.

(d) 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.

(e) First aid facilities shall be provided and shall be in the care of responsible persons. Where practicable, a person fully qualified in first aid shall be available during normal working hours.

### *Accommodation*

9. Adequate and suitable provision shall be made for accommodation for workers to take their meals and to change, store and dry their clothes, ablution facilities including hot water, soap and towels and lavatory accommodation. The accommodation shall be ventilated and heated in accordance with the provisions of the Factories Act 1946. Boiling water shall be supplied at meal and other breaks.

### *Disputes*

10. 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*

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 workers but not so as to interfere unreasonably with the employer's business.

### *Unqualified Preference*

12. (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.)

*Scope of Award*

13. This award shall operate throughout the Nelson Industrial District.

*Term of Award*

14. 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 2nd day of January 1965, 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 8th day of March 1966.

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 February 1965.

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

A. TYNDALL, Judge.