

NEW ZEALAND (EXCEPT WESTLAND) **FRUIT AND PRODUCE
STORES' EMPLOYEES.—AWARD.**

[Filed in the Office of the Clerk of Awards, Auckland.]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the—

New Zealand Federated Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Association of Workers, 305 Pacific Buildings, Wellesley Street, Auckland

Auckland United Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers, 305 Pacific Buildings, Wellesley Street, Auckland

New Plymouth United Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers, Devon Street, New Plymouth

Hawke's Bay Wholesale Storemen and Packers and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers, Napier

Wellington United Warehouse and Bulk Store Employees' (other than Drivers and Clerks) Industrial Union of Workers, Trades Hall, Wellington

Nelson Storemen and Packers' Industrial Union of Workers, Nelson

Blenheim United Storemen's (other than Employees in Retail Grocery and Soft-goods Establishments) Industrial Union of Workers, Blenheim

Christchurch Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers, Christchurch

Otago and Southland Wholesale Storemen and Packers' Industrial Union of Workers, Dunedin

Invercargill Wholesale Storemen and Packers and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers, Invercargill

(hereinafter called "the union"), and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT

Newdick Bros., Ltd., Merchants, Quay Street, Auckland.

Perkins and Sons, Ltd., Fruit and Produce Merchants and Auctioneers, City Markets, Auckland.

Produce Markets, Ltd., Fruit and Produce Merchants and Auctioneers, Customs Street West, Auckland.

Radley and Co., Ltd., Fruit and Produce Merchants and Auctioneers, City Markets, Auckland.

Turners and Growers, Ltd., Fruit and Produce Merchants and Auctioneers, City Markets, Auckland.

Turners and Fow, Ltd., Fruit and Produce Merchants and Auctioneers, Victoria Street, Hamilton.

Day, E. C., and Co., Ltd., Fruit and Produce Merchants and Auctioneers, Victoria Street, Hamilton.

TARANAKI INDUSTRIAL DISTRICT

Newton King, Ltd., Fruit and Produce Merchants and Auctioneers, Juliet Street, New Plymouth.

Nolan, L. A., and Co., Fruit and Produce Merchants and Auctioneers, 241 Devon Street, New Plymouth.

Smith and Trim, Fruit and Produce Merchants and Auctioneers, Union Street, Hawera.

WELLINGTON INDUSTRIAL DISTRICT

Leary and Co., Ltd., Produce-merchants, Allen Street, Wellington.
Market Gardeners, Ltd., Produce-merchants, Wakefield Street, Wellington.

Thompson Bros., Ltd., Produce-merchants, Blair Street, Wellington.
Thomas, George, and Co., Ltd., Fruit-merchants, Allen Street, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

Bright, T., Fruit and Produce Merchant, Maxwell Road, Blenheim.

McMurtry and Co., Fruit and Produce Merchants, Blenheim.

NELSON INDUSTRIAL DISTRICT

Baird, James, Fruit and Produce Merchant, Trafalgar Street, Nelson.

Neale and Haddow, Ltd., Fruit and Produce Merchants, Trafalgar Street, Nelson.

CANTERBURY INDUSTRIAL DISTRICT

- Growers and Buyers, Ltd., Fruit and Produce Merchants and Auctioneers, 158 Lichfield Street, Christchurch.
- Macfarlane and Co., Ltd., Fruit and Produce Merchants, 156 Lichfield Street, Christchurch.
- Radley Bros., Ltd., Fruit and Produce Merchants and Auctioneers, corner of Lichfield and Madras Streets, Christchurch.
- Stephenson, Reg., Fruit and Produce Merchant and Auctioneer, 177 Havelock Street, Ashburton.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

- Bray Bros. (Dunedin), Ltd., Fruit and Produce Merchants and Auctioneers, Bond Street, Dunedin.
- Otago Fruit and Produce, Ltd., Fruit and Produce Merchants and Auctioneers, 66 Bond Street, Dunedin.
- Reilly's Central Produce Mart, Ltd., Fruit and Produce Merchants and Auctioneers, Moray Place, Dunedin.
- Bowden's Marts, Ltd., Fruit and Produce Merchants and Auctioneers, Spey Street, Invercargill.
- McKay, D. W., Ltd., Fruit and Produce Merchants and Auctioneers, 60 Esk Street, Invercargill.

THE COURT of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 October, 1944, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 November, 1943.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Definition of Workers covered by this Award

1. (a) This award shall apply to workers who are employed by fruit and produce merchants and who are substantially engaged in one or more of the following classes of work—namely, receiving delivery of, collecting, sorting, stowing, handling, packing and unpacking, and despatching goods.

(b) This award shall apply only to workers who are substantially employed at work defined in subclause (a) of this clause, and shall not apply to workers who may be employed occasionally to do such work but the greater part of whose time is devoted to other work in the establishment in which they are employed.

(c) This award shall not apply to juniors casually employed on work such as picking over fruit, vegetables, or other perishable goods.

Hours of Work

2. (a) Except as hereinafter provided, the ordinary hours of work shall not exceed forty per week, and shall be worked on five days of the week exclusive of the statutory half-holiday. Not more than nine hours shall be worked in any day without payment of overtime.

(b) The ordinary hours of work for females employed under clause 5 (d) of this award shall be worked between the hours of 7 a.m. and 5 p.m. each day from Monday to Friday inclusive.

(c) Notwithstanding the foregoing, any worker may be employed up to four hours on the morning of the statutory half-holiday at ordinary rates of pay. In the case of workers employed under clause 5 (d), the additional hours may be worked at ordinary rates between 7 a.m. and noon. A worker so employed shall be paid, in addition to the weekly wage, ordinary time rates assessed on an hourly basis.

(d) The day's work shall be continuous except for intervals for meals.

(e) Shifts may be worked as required. Where a shift commences work before 5 a.m. or ceases work after 7 p.m. 1s. extra per shift shall be paid. No work shall be done before 4 a.m.

Overtime

3. Except as otherwise provided, time worked in excess of the hours usually worked in any day in the establishment in which workers are respectively employed shall be considered overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

Meal-time

4. (a) One hour shall be allowed for meals: Provided that, if the majority of the workers concerned of any employer agree, the meal interval for the establishment may be not less than half an hour.

(b) Any worker who is required to curtail his or her ordinary meal period shall be paid time and a half rates (in addition to the weekly wage) in respect of the time by which such meal period is curtailed.

(c) No male worker shall be employed for more than five hours and no female worker for more than four and a half hours continuously without an interval for refreshments.

Wages

5. (a) Male workers over the age of twenty-one years shall be paid not less than £4 17s. 6d. per week.

(b) "Head storeman" is a storeman in charge of other workers. If in charge of two or more adult workers and up to five such workers, he shall be paid 10s. per week extra. If in charge of over five such workers, he shall be paid £1 per week extra.

(c) Youths may be employed at not less than the following rates:—

| | Per Week. | | |
|------------------------------|-----------|----|----|
| | £ | s. | d. |
| Under 16 years of age | 1 | 1 | 6 |
| 16 to 16½ years of age | 1 | 6 | 6 |
| 16½ to 17 years of age | 1 | 11 | 6 |
| 17 to 17½ years of age | 1 | 16 | 6 |
| 17½ to 18 years of age | 2 | 1 | 6 |
| 18 to 19 years of age | 2 | 9 | 0 |
| 19 to 20 years of age | 2 | 19 | 0 |
| 20 to 21 years of age | 3 | 11 | 6 |

(d) Females employed packing and sorting fruit and eggs, receiving and preparing flowers for sale, shall be paid not less than the following:—

| | | Per Week. | | |
|---------------------------|-------|-----------|----|----|
| | | £ | s. | d. |
| For the first six months | | 1 | 6 | 6 |
| For the second six months | | 1 | 11 | 6 |
| For the third six months | | 1 | 16 | 6 |
| For the fourth six months | | 2 | 1 | 6 |
| For the fifth six months | | 2 | 6 | 6 |
| Thereafter | | 2 | 11 | 6 |

Provided that a worker of the age of twenty-one years or upwards shall be paid not less than the basic wage for the time being prevailing.

(e) Workers employed in cool stores shall be paid 3d. per hour extra whilst so employed.

Casual Workers

6. Workers employed for less than one week shall be deemed to be casuals, and shall be paid not less than 2s. 7d. per hour. When casual labour is employed, a minimum of four hours shall be paid for.

General Orders under Rates of Wages Emergency Regulations 1940

7. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this award and shall have effect according to their tenor.

Proportion

8. Each firm or employer shall be entitled to employ one junior, but the proportion of juniors to adult workers shall not exceed one to three or fraction of three.

Weekly Employment

9. (a) Except in the case of casuals, the employment shall be deemed to be weekly employment, and no deduction shall be made from the weekly wages except for time lost through the worker's sickness or default or absence from work through no fault of the employer.

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

Payment of Wages

10. Wages shall be paid weekly, and in cash, on any day not later than Thursday, and in the employer's time, except in the case of casual workers, who shall be paid immediately on discharge.

Holidays

11. (a) The following shall be the recognized holidays in the undermentioned areas respectively:—

Northern Industrial District.—New Year's Day and the day following, Anniversary Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, and Boxing Day.

Taranaki Industrial District.—New Year's Day and the day following, Good Friday, Easter Saturday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

Wellington Industrial District (excluding Hawke's Bay Province).—New Year's Day and the day following, Anniversary Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

Hawke's Bay Province.—New Year's Day and the day following, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and People's Day of the Spring Show.

Marlborough Industrial District.—New Year's Day and the day following, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and Anniversary Day.

Nelson Industrial District.—New Year's Day and the day following, Good Friday, Easter Monday, Sovereign's Birthday, first Monday in August, Labour Day, Christmas Day, and Boxing Day.

Canterbury Industrial District.—New Year's Day and the day following, Good Friday, Easter Saturday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

Otago and Southland Industrial District.—New Year's Day and the day following, Good Friday, Easter Monday, Anniversary Day or another day in lieu thereof, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

(b) Any work done on Sundays or Anzac Day, or on any specified holiday, or on any day observed in lieu thereof, shall be paid for at double time rates. The said payments shall be

made in addition to the ordinary week's wages: Provided that a worker required to work on the 2nd January, Easter Monday, or Boxing Day shall not be entitled to such payment if within fourteen days thereafter he is allowed a full day's holiday on some other day.

(c) Should any of the above holidays fall on a Sunday, then for the purpose of this award such holiday shall be observed on the following Monday. In the event of Christmas Day and New Year's Day being observed on a Monday in pursuance of the foregoing, Boxing Day and the 2nd January shall be observed on the Tuesday following the respective Monday.

(d) Seven working-days' holidays on full pay shall be granted to each worker on completion of every twelve months' continuous service, at a reasonable time as determined by the employer. For the purpose of this subclause, Saturday or the day usually observed as a half-holiday shall not be counted as a working-day.

(e) A worker who has completed three months' service leaving the service of an employer shall be granted pay in lieu of the holiday mentioned in subclause (d) of this clause in proportion to his length of service, but this subclause shall not apply in the case of any worker dismissed for serious misconduct.

(f) With the consent of the local union concerned, any employer may agree with his workers that the holiday provided for in subclause (d) of this clause shall be taken in conjunction with the Christmas and New Year holidays.

Notice of Overtime

12. When workers are ordered back to work after 6 p.m. on any day or after 1 p.m. on the day of the half-holiday the employer shall provide meals, or pay each worker 1s. 9d. to obtain a meal, unless such worker has been notified on the previous day that he will be required to work overtime: Provided that where such notice has been given and the worker's services are not required he shall still be paid the meal allowance.

Accommodation

13. In every store a room shall be set apart for the workers to hang clothing, such places, as far as practicable, to ensure a reasonable degree of safety. Proper lavatory accommodation and sufficient wash-hand basins shall be provided.

Reference

14. Each worker on leaving or being discharged from his employment shall be given, on request, within twenty-four hours thereafter, a reference in writing stating the position held and length of service. Original references shall be the property of the worker and shall be returned within forty-eight hours after engagement.

First-aid Chest

15. First-aid outfits shall be provided in all stores and shall be at all times accessible to all workers employed.

Heavy Goods

16. (a) No individual worker shall be required to carry any goods exceeding 200 lb. net in weight.

(b) No worker shall be called upon to handle or truck any package exceeding 3 cwt. in weight without the assistance of another worker.

(c) No junior under the age of eighteen years shall be required to lift or carry (unassisted) any weight over 70 lb.

Workers to be Members of Union

17. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers

18. (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 fourteen 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.

Matters not provided for

19. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner or other person to be 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, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Right of Entry upon Premises

20. The secretary or other authorized 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.

Notification

21. An employer shall, on written request, at intervals of not more than six months, supply to the secretary of the union the names of all workers employed by him under this award.

Application of Award

22. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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

23. (a) This award shall apply throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Canterbury, and Otago and Southland Industrial Districts.

(b) This award shall apply to workers substantially employed at work usually performed by storemen and packers such as receiving, collecting, stowing, handling, sorting, packing and unpacking, and despatching goods.

Term of Award

24. This award, in so far as it relates to wages, shall be deemed to have come into force on the 11th day of October, 1943, and so far as all the other conditions of this 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 October, 1944.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 11th day of November, 1943.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The industrial dispute relating to this award was filed with the Clerk of Awards on the 2nd March, 1943, a date subsequent to the coming into operation of the Economic Stabilization

Emergency Regulations 1942; consequently, in making the award the Court is bound to comply with the requirements of Regulation 38.

The dispute was settled in Conciliation Council on the 12th May, 1943, and the terms of settlement were submitted to the Court with a request that they be incorporated in an award. The Court, however, issued a memorandum on 13th August, 1943, referring the matter back to the parties (43 Book of Awards 348). A modification of the original terms of settlement has now been submitted to the Court with a request that it be made into an award. The variations agreed upon in this document follow in nature similar variations recently made in the Storemen and Packers' awards, and we are satisfied the adjustments should be made, having regard to the general purpose of the Economic Stabilization Emergency Regulations.

A. TYNDALL, Judge.
