
HORLICKS MALTED-MILK EMPLOYEES.—AWARD

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between

Horlicks Proprietary, Ltd., Tokomaru, Palmerston
North

(hereinafter called “the employers”), and the

Wellington, Taranaki, and Canterbury Grocers' Sundries,
Chemical and Related Products Factory Employees'
Industrial Union of Workers

(hereinafter called “the union”).

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 16th day of November, 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 27th day of May, 1943.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Application of Award

1. This award shall apply to the workers employed by Horlicks Proprietary, Ltd., Tokomaru, Palmerston North, in the preparation, manufacture, and packing of malted milk

and other products manufactured by the company, but shall not include firemen, engine-drivers, engineers, motor-drivers, or clerical workers.

Hours of Work

2. (a) Forty hours shall constitute a week's work. Eight hours shall constitute a day's work, to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

(b) In the event of shifts not being worked, adult male workers required on preparatory work may commence their duties not earlier than 6 a.m., provided the eight hours are worked consecutively from the starting-time. One hour shall be allowed as a meal-hour, to be taken in the middle of the eight-hour period, except in the case of emergency, when the worker may be required to work up to four and a half hours before taking his meal.

(c) *Shifts*.—Notwithstanding the foregoing provisions of this clause, shifts may be worked. The ordinary hours of work for shift-workers shall not exceed five and a half shifts in a week, and not more than eight consecutive hours shall be worked in a shift, and not more than four consecutive hours shall be worked in a half-shift.

(d) Where shifts are worked they shall rotate. Night and day work shall be divided equally between workers on shift so that each worker will be treated alike.

(e) Workers whilst employed on shifts outside the ordinary daily hours, as set out in clause 2 (a) hereof, shall be paid 3s. per shift in addition to the rates of wages set out in clause 4 of this award.

(f) Workers who are employed before 7.30 a.m. or after 5 p.m. on three or more consecutive days shall be deemed to be shift-workers.

(g) Notwithstanding anything contained in subclause (a) hereof, four additional hours may be worked by day-workers on the forenoon on the sixth day at ordinary rates.

Overtime

3. (a) All work performed by day-workers outside of or in excess of the daily hours prescribed in clause 2 hereof shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) All work performed by shift-workers in excess of eight hours on five days of the week and in excess of four hours on one day of the week shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

Wages

4. The following shall be the minimum rates of wages:—

(a) *Adult Males*: £4 10s. per week.

(b) *Youths*—

| | Per Week. |
|---------------------------|-----------|
| | £ s. d. |
| 16 to 16½ years of age .. | 1 0 0 |
| 16½ to 17 years of age .. | 1 5 0 |
| 17 to 17½ years of age .. | 1 10 0 |
| 17½ to 18 years of age .. | 1 15 0 |
| 18 to 19 years of age .. | 2 2 6 |
| 19 to 20 years of age .. | 2 10 0 |
| 20 to 21 years of age .. | 3 0 0 |

And thereafter the adult wage of 4 10 0

Pan-men and Mash-men.—Pan-men and mash-men who are required to start work before 7.30 a.m. on preparatory work shall be paid 2s. a day extra whilst so employed.

(c) *Female Workers*:—

| | Per Week. |
|-----------------------|-----------|
| | £ s. d. |
| First six months .. | 0 17 6 |
| Second six months .. | 1 1 6 |
| Third six months .. | 1 5 6 |
| Fourth six months .. | 1 9 6 |
| Fifth six months .. | 1 13 6 |
| Sixth six months .. | 1 17 6 |
| Seventh six months .. | 2 1 6 |
| Eighth six months .. | 2 5 6 |
| Thereafter .. | 2 10 0 |

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.

(d) Adult females with no previous canning-factory experience may be employed at a starting rate equal to the basic wage for the time being prevailing for adult females, with six-monthly increments of 4s. until the full adult rate is reached, half-yearly increments to be calculated from the initial date of employment.

(e) 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 .. | 2s. 6d. per hour. |
| Adult females .. | 1s. 6d. per hour. |

*General Orders under Rates of Wages Emergency
Regulations 1940*

5. 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.

Holidays

6. (a) The following shall be recognized as holidays: New Year's 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 Sunday, then for the purpose of this award it shall be observed on the following Monday.

(c) Any work done on Sunday or on any of the above-mentioned holidays, or holidays observed in lieu thereof, shall be paid for in accordance with the Factories Act.

In addition to the holidays set out in subclause (a) hereof, Anniversary Day or Show Day, or a day in lieu thereof, shall be recognized as a holiday.

Annual Holiday

7. (a) An annual holiday of one week on full pay shall be granted to every worker on completion of every twelve months of service, calculated as from the date of the coming into force of this award or from the date he or she may hereafter enter the employment. Such holiday shall be given at a time suitable to the employer. Any worker leaving the employment after becoming entitled to an annual holiday, but not having received same, shall be paid one week's wages in lieu thereof.

(b) Should any worker be discharged after six months' service (other than for misdemeanour) or leave the service before his or her annual holidays are due, he or she shall be entitled to a holiday payment on a *pro rata* basis of the service rendered in that year.

(c) Existing holiday privileges enjoyed by any worker shall not be reduced by virtue of anything in this award.

Termination of Employment

8. Not less than forty-eight hours' notice shall be given by either party of the termination of the engagement, but nothing in this clause shall prevent an employer from summarily dismissing any worker for misconduct.

General Conditions

9. (a) When workers are required to work overtime on any day the employer shall provide a meal, or pay each of such workers 1s. 6d. to enable him or her to obtain a meal, unless such worker has been notified before noon on the day on which overtime is to be worked that he or she shall be required to work overtime: Provided that when such notice has been given and the worker's services are not required he or she shall receive the meal-allowance.

(b) Boiling water shall be supplied for meals.

(c) Workers employed in damp or wet places shall be supplied with gum boots, and female workers shall be supplied with rubber aprons and overalls.

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

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

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

Meal-hours

10. Not less than three-quarters of an hour shall be allowed for meals.

Accommodation

11. 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.

Certificate of Service

12. Each worker, on leaving or being discharged from his or her employment, shall on request, within twenty-four 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 forty-eight hours after engagement.

First-aid Kits

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

Disputes

14. 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 specifically dealt with in this award, every such dispute or difference as the same shall arise 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 against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Right of Entry upon Premises

15. 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.

Extension of Hours under Factories Act

16. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by this award.

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.

Term of Award

19. This award, in so far as it relates to wages, shall be deemed to have come into force on the 16th day of November, 1942, and so far as all the other provisions 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 16th day of November, 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 27th day of May, 1943.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The only matter referred to the Court related to the term of the award. In other respects, apart from the adjustment of a clause relating to payment for work performed on Sundays or holidays, the award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL Judge.
