

**TARANAKI AND WELLINGTON ICE-CREAM MANUFACTURERS'
EMPLOYEES.—AWARD**

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

In the Court of Arbitration of New Zealand, Taranaki and Wellington 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 Wellington and Taranaki Ice-cream and

Related Products' Industrial Union of Workers (hereinafter called "the union") and the undermentioned union, persons, firms, and companies (hereinafter called "the employers") :—

New Zealand Frozen Products' Manufacturers' Industrial Union of Employers, 219 Willis Street, Wellington.
 Adams, Bruce, Ltd., College Street, Wellington.
 Aerated Waters and Ice-cream Manufacturing Co., Ltd., Hill Street, Wanganui.
 Arctic Ice Co., Napier.
 Byers Ltd., Ice-cream Makers, Palmerston North.
 Butler Ice-cream Co., New Plymouth.
 Carbonic Ice, Ltd., Victoria Street, Petone.
 Clarke, Millward, Ice-cream Manufacturers, 436 Jackson Street, Petone.
 Cherio, Ice-cream Makers, Masterton.
 Deme's, Ice-cream Makers, Waipukurau.
 Egmont Frozen Products, Ltd., New Plymouth.
 Elbe Bros., Ice-cream Manufacturers, Lower Hutt.
 Etan Ice-cream Co., Ltd., Palmerston North.
 Frozen Products, Ltd., Ice-cream Manufacturers, Tennyson Street, Wellington.
 Gibbs, Ice-cream Maker, Hawera.
 Glover, J., and Son, Victoria Avenue, Wanganui.
 Greenfield, Ice-cream Maker, Opera House, Wellington.
 McDuff, A., and Son, Ice-cream Manufacturer, 189 Jackson Street, Wellington.
 Neville, Ice-cream Maker, New Plymouth.
 Peters, Ice-cream Makers, Palmerston North.
 Walker's Milk Bar, Emerson Street, Hastings.

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 amend:—

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 31st day of July, 1946, 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 30th day of June, 1945.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to which Award applies

1. This award shall apply to the manufacture of ice-cream in all its forms, ice-cream novelties and general frozen products of an allied nature, and the refrigeration storage of such products, and the manufacture of carbonic ice.

Definitions

2. (a) "Ice-cream maker" means an adult worker who operates a churn, and who is capable of satisfactorily controlling overrun and thoroughly understands ice-cream-factory hygiene and is in responsible charge of ice-cream, ices, and novelty production, and capable of testing milk and cream for acidity or harmful bacteria or for butterfat content, and making formulæ for all varieties of ice-cream, ices, and novelties.

(b) "Assistant ice-cream maker" is an operator in charge of a churn, who is capable of satisfactorily controlling overrun and who understands the manufacture of ice-cream and the proper use of washing cleaners and sterilizers.

(c) Pasteurizer is a worker who understands and is engaged in pasteurizing and the use of the sterilizer and washing cleaners.

(d) Fruit-preparer is a worker who is in charge of the preparation and mixing of fruit, essences, &c.

(e) A manager shall not be classified as an ice-cream maker, assistant ice-cream maker, or pasteurizer unless he is actually employed at one or more of those occupations for half of his time.

Hours of Work

3. (a) The hours of work shall be forty-four per week from 1st October to 31st March, and thirty-six per week from 1st April to 30th September.

(b) The daily hours during the period from 1st October to 31st March shall be eight on five days of the week and four on the day on which the half-holiday is granted.

(c) During the period from 1st April to 30th September the hours shall be not more than eight per day, to be worked on five days of the week.

(d) Any male worker whose normal hours of work commence later than 2 p.m. shall be paid 2s. 6d. per day extra.

Wages

4. The following shall be the minimum rates of wages for the respective classes of workers:—

	Per Week.		
	£	s.	d.
Ice-cream makers	6	11	0
Ice-cream makers' assistant's	5	16	6
Pasteurizer	5	11	0
Fruit-preparer	5	11	0
Order despatch man	5	11	0
General hands	5	2	6

A general hand required to work for more than one hour and less than four hours per day in the freezing-room shall be paid 1s. per day extra. If over four hours, 2s. per day extra. This provision shall not apply when the room is open for cleaning or is not in use for freezing.

	Per Week.		
	£	s.	d.
Junior Males--			
Under 16 years of age	1	6	6
16 to 16½ years of age	1	11	6
16½ to 17 years of age	1	16	6
17 to 17½ years of age	2	1	6
17½ to 18 years of age	2	6	6
18 to 18½ years of age	2	12	6
18½ to 19 years of age	2	17	6
19 to 19½ years of age	3	2	6
19½ to 20 years of age	3	8	6
20 to 20½ years of age	3	13	6
20½ to 21 years of age	3	19	0
Thereafter, £5 2s. 6d. per week.			

Females—	Per Week.		
	£	s.	d.
Under 17 years of age	1	3	6
17 to 17½ years of age	1	7	6
17½ to 18 years of age	1	11	6
18 to 18½ years of age	1	16	6
18½ to 19 years of age	2	0	6
19 to 19½ years of age	2	5	6
19½ to 20 years of age	2	10	6
20 to 21 years of age	2	16	0

Thereafter, £3 2s. 6d. per week.

If in any twelve months, or if the employment is for less than twelve months then during such less period, any worker averages more than forty hours per week, exclusive of overtime, such worker shall be paid for the extra hours so worked at overtime rates in addition to the weekly rates above prescribed.

A female worker placed in responsible charge of three to ten workers shall be paid not less than 5s.; eleven to twenty, not less than 10s. per week extra; over twenty, by agreement.

Female workers employed between 6 p.m. and 10 p.m. shall be paid not less than 2s. per hour during that period.

This award shall not operate to reduce the wages of any worker as long as he continues in his present position of employment.

Increase in Rates of Remuneration

5. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the remuneration of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in *rates of remuneration* provided by the order referred to in (a) hereof applied to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

(3) The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

Temporary or Casual Hands

6. Casual hands shall be paid in accordance with the rates of wages set out in clause 4 hereof, plus 10 per cent. An assistant shall be deemed to be a casual hand when engaged for less than one week, and shall receive not less than two hours' pay for any engagement.

Off-season

7. During the period from 1st May to 30th September in each year an employer may require any of his employees to work outside the scope of the employee's ordinary duties for the purpose of filling in time, but in such case the employee shall be paid not less than his ordinary rates of pay.

Overtime

8. (a) All work done in excess of the hours mentioned in clause 3 shall count as overtime and shall be paid for at the rate of time and a half, with a minimum payment of 1s. 6d. per hour: Provided that all work done up to and including half an hour shall be deemed half an hour for the purposes of computing overtime payable, and all work done for any period exceeding half an hour and up to one hour shall count as one hour in the computation of overtime.

(b) When a worker is required to come back after the completion of a day's work and notice has not been given the previous day, the employer shall either provide a meal or pay the worker 2s., which amount shall not be subject to the increases referred to in clause 5 hereof.

(c) Where reasonably practicable, no overtime shall be worked on the night of the quarterly meeting of the union, provided that the secretary has given the employer at least seven days' prior notice of the date of the meeting.

Sunday Work

9. Work done on any Sunday shall be paid for at the rate of double time.

Holidays

10. (a) The following shall be observed as full holidays: Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign.

(b) Wages for each whole holiday allowed to any person as provided for in subclause (a) hereof shall be at the same rate as for ordinary working-days and shall be paid on the first regular pay-day thereafter.

(c) Payment of wages for the said holidays shall be made to all persons who have been employed in the factory at any time during the fortnight ending on the day on which the holiday occurs.

(d) Every person who is actually employed on any whole holiday shall, in addition to the payment to which he is entitled under the foregoing subclauses, be paid therefor at not less than twice his ordinary rate of pay.

Annual Holiday

11. Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

Payment of Wages

12. All wages and overtime shall be paid weekly and in cash in the employer's time not later than Thursday.

Term of Engagement

13. Except as otherwise provided herein, the employment shall be deemed to be a weekly one and no deduction shall be made from the weekly wage except for time lost through the worker's sickness or default or on account of the temporary closing of the factory for repairing the machinery. Not less than forty-eight hours' notice in writing shall be given on either side to terminate the engagement. Nothing in this clause shall prevent the summary dismissal of a worker for misconduct.

General Conditions

14. (a) Provided that workers sign for the following articles and undertake to take reasonable care of same, the employer shall provide the workers with suitable aprons or overalls, gum boots, and/or clogs, as required by the work. Workers called upon to work in the cool-room shall be provided with woollen jerseys.

(b) A break of ten minutes shall be allowed without deduction for morning tea.

(c) Towels, wash-basins, soap, and hot water shall be provided for the use of workers.

First-aid Chest

15. A suitable first-aid medical outfit shall be provided and maintained and shall be at all times accessible to each worker.

Certificate of Service

16. Each worker on leaving or being discharged from his or her employment shall, on request, be given, within twenty-four hours thereafter, a certificate of service in writing stating the position held and length of service.

Disputes

17. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned, or a representative acting on his behalf, and an authorized representative of the workers' union, and in default of any agreement being arrived at, the matter shall be referred to the Conciliation Commissioner, who may 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.

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.

Workers to be Members of Union

19. (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.)

(c) Employers shall, on request, supply a list of workers employed in their respective factories four times a year in the months of December, March, June, and September.

(d) Notwithstanding anything to the contrary in clause 13 hereof, an employer may deduct union subscriptions on the production of an authorizing order signed by the worker.

Exemptions

20. This award shall not apply to any employee in receipt of £425 or more per annum, exclusive of overtime.

Right of Entry

21. The secretary or other authorized officer of the union may, with the consent of the employer, which consent shall not be unreasonably withheld, be entitled at all reasonable times to enter upon the premises or works and there interview any worker, but not so as to interfere unreasonably with the employer's business.

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 trade-union, 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

23. This award shall operate throughout the Taranaki and Wellington Industrial Districts.

Term of Award

24. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of April, 1945, 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 31st day of July, 1946.

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 30th day of June, 1945.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

In making the award, which embodies the terms of settlement arrived at by the assessors in Conciliation Council, the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.