

NORTHERN, WELLINGTON, NELSON, CANTERBURY, AND  
 OTAGO AND SOUTHLAND **BISCUIT AND CONFECTIONERY  
 WORKERS—AWARD**

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

In the Court of Arbitration of New Zealand, Northern, Wellington, 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 Biscuit and Confectionery and Related Trades Industrial Association of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT

- Browne Bros. and Geddes, Ltd., Newmarket, Auckland.  
 Butterworth Sweets, Ltd., 85 Ponsonby Road, Auckland.  
 Bycrofts, Ltd., Shortland Street, Auckland.  
 Carrick, R., Dominion Road, Auckland.  
 Cereal Foods, Ltd., Surrey Crescent, Auckland.  
 Clan Confectionery Co., Ponsonby Road, Auckland.  
 Dixon, L., Great South Road, Auckland.  
 Dolly Varden Sweets, Virginia Avenue, Auckland.  
 Du Fays Confections, Albert Street, Auckland.  
 Empire Confectionery Co., 66 Princes Street, Onehunga, Auckland.  
 Hears, Ltd., 78 Parnell Road, Auckland.  
 Ironside and Ironside, Liverpool Street, Auckland.  
 McClymonts, Ltd., Arthur Street, Ponsonby, Auckland.  
 McNivens, Ltd., Khyber Pass, Newmarket, Auckland.  
 Mitchell H. G., Grey Street, Hamilton.  
 Newdick Bros., Chapman Street, Newton, Auckland.  
 O'Neill and Farquhar, Wynyard Street, Auckland.  
 Parkinson, J., Great North Road, Auckland.  
 Perry, J., Supremacy Sweets, New North Road, Mount Albert, Auckland.  
 Rafferty Bros., Queen Street, Onehunga, Auckland.  
 Stacey Bros., Ltd., Khyber Pass, Newmarket, Auckland.  
 N.Z. Milk Products, Ltd. (Nestles Food Specialties (N.Z.), Ltd.),  
 St. George's Bay Road, Parnell, Auckland  
 Stedman, Henderson Sweets, Ltd., Victoria Street, Auckland.  
 Stokes Confections, Strand Arcade, Auckland.  
 Veribest Sweets, Wellesley Street, Auckland.  
 Waverley Confectionery Co., Queen Street, Onehunga, Auckland.  
 Wrigleys, Ltd., 29 Chancery Street, Auckland.  
 Waldron and Sons, 10 Princes Street, Onehunga, Auckland.

## WELLINGTON INDUSTRIAL DISTRICT

Adams Bruce, Ltd., College Street, Wellington.  
 Barrett, L. J., 57 Para Street, Miramar, Wellington.  
 Grant C. A., Broadway, Palmerston North.  
 Griffins, Ltd., Wellington.  
 Regent Confectionery Co., Ltd., 96 Courtenay Place, Wellington.  
 Whittaker, J. J., and Son, Vivian Street, Wellington.

## NELSON INDUSTRIAL DISTRICT

Griffin and Sons, Ltd., Biscuit and Confectionery Manufacturers,  
 Nelson.

## CANTERBURY INDUSTRIAL DISTRICT

Adams, E., Ltd., Tuam Street, Christchurch.  
 Aulsebrook and Co., Ltd., St. Asaph Street, Christchurch.  
 Bruce, J. R., Ltd., High Street, Timaru.  
 Cairns, L., Colombo Street, Sydenham, Christchurch.  
 Kitchencraft Chocolates, 6A Quinns Road, Shirley, Christchurch.

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Cadbury, Fry, Hudson, Ltd., Confectionery Manufacturers, Dunedin.  
 Kingsland, D., and Sons, 136 Don Street, Invercargill.  
 McIntosh, Caley, Phoenix, Co., Ltd., 24 McLaggan Street, Dunedin.  
 Rice Bros., Ltd., 101 Dee Street, Invercargill.  
 Romison, J., and Co., King Street, Dunedin.  
 Samson, James B., Biscuit Manufacturers, Bridgman Street, Dunedin.  
 Tombs, F., 129 King Edward Street, Dunedin.

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 4th day of October, 1950, 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 4th day of October, 1949.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to Which Award Applicable*

1. This award shall apply to the biscuit, confectionery, and baked cereal products' trades, and to all workers, other than clerical workers and factory managers, who are employed in connection with the work of the factory and are not covered by any other award.

##### *Hours of Work*

2. (a) The ordinary hours of work shall be forty per week, which shall be worked on five days, Monday to Friday, both days inclusive.

(b) The ordinary hours for day-shift workers shall be not more than eight, to be worked between the hours of 7.30 a.m. and 5 p.m.

(c) Night shifts of eight hours may be worked outside the ordinary daily working-hours: Provided that workers on night shift shall be paid 3s. per shift in addition to the ordinary rates provided in clause 4 hereof.

##### *Overtime*

3. All time worked outside or in excess of the hours provided in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours from Monday to Friday, both days inclusive, or for the first four hours on Saturday morning, and double time thereafter. Overtime shall be calculated daily.

*Wages*

4. The following shall be the minimum weekly rates of wages for adult male workers over twenty-one years of age:—

	Payable From	Payable On				
	2nd May, 1949, to 31st May, 1949.	and from 1st June, 1949.	Per Week.	Per Week.	£	s. d.
	£	s.	d.	£	s.	d.
(a) Workers in charge of departments who have served not less than five years at the trade: Provided that in the case of cereal-product manufacturers and ice-cream-cone manufacturers the worker in charge of a department shall be deemed to come within this subclause whether or not he has served five years at the trade .. .. .	7	16	9	8	10	1
(b) First assistant or leading hands in charge of not less than three adult male workers ..	7	6	3	7	19	7
(c) (i) Biscuit-dough mixer ..	7	2	9	7	16	1
(ii) Ice-cream-cone-dough mixer	6	16	3	7	9	7
(d) Man operating bean-roaster, chocolate - mixer, chocolate machine moulder, operator of chocolate enrobers, pan operator when operating not less than four revolving pans, man working vacuum cooker, man working off sugar boilings, bakehouse machinist in charge of biscuit cutting and embossing machine, brakesman, marzipan and paste maker, liquorice-boiler, cream and syrup boiler, oven attendant, caramel mixer and boiler, conemaker .. .. .	6	17	6	7	7	5
(e) All adult male workers with over six months' experience in the industry .. .. .	6	10	6	7	2	2
(f) All other adult male workers with less than six months' experience in the industry ..	6	5	0	6	16	8

(g) For the purposes of this award the following shall be the recognized departments: Biscuits, chocolate, and general confectionery. Where an employer operates more than one of these departments a worker in charge shall be recognized in each department and be paid in accordance with the provisions of subclause (a) of clause 4, except that this shall be subject to the provisions of subclause (h) of clause 4: Provided that no worker under subclause (h) of clause 4 shall be counted in more than one department.

(h) It shall not be competent for a firm or employer to classify a factory manager or foreman as in charge of any one of the three departments unless such factory manager or foreman is substantially engaged in the work of the department of which he really is in charge.

### Youths' Wages

5. Youths under twenty-one years of age may be employed at not less than the following minimum weekly rates:—

Age at Commencing Employment.	First Year.		Second Year.		Third Year.		Fourth Year.	Fifth Year.
	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.		
Under 16 .. ..	45/6	51/5	57/5	63/4	69/4	75/3	81/8	97/9
16 to 17 .. ..	51/3	57/3	63/3	69/3	75/3	81/9	97/9	..
17 to 18 .. ..	57/-	63/-	69/1	75/1	81/8	97/9	..	..
18 to 19 .. ..	62/9	68/10	75/-	81/7	97/9	..	..	..
19 to 20 .. ..	68/6	74/9	81/6	97/9	..	..	..	..
20 to 21 .. ..	74/3	81/6	..	..	..	..	..	..

Thereafter, or on attaining the age of twenty-one, not less than the minimum rate provided for other adult workers.

### Females

6. Female workers may be employed at not less than the following minimum weekly rates:—

Age at Commencing Employment.	First Year.		Second Year.		Third Year.		Fourth Year.	
	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.
Under 16 .. ..	40/-	46/2	52/2	58/1	64/1	70/-	74/10	79/10
16 to 17 .. ..	46/-	51/10	57/8	63/6	69/4	74/1	77/10	..
17 to 18 .. ..	51/9	57/5	63/5	69/3	74/-	77/10	..	..
18 to 19 .. ..	57/6	63/4	69/3	74/-	77/10	..	..	..
19 to 20 .. ..	63/3	69/2	74/-	77/10	..	..	..	..
20 to 21 .. ..	69/-	74/-	..	..	..	..	..	..

Thereafter, or on attaining the age of twenty-one years, not less than £4 4s. per week from the 2nd May, 1949, to the 31st May, 1949, and £4 14s. per week on and from the 1st June, 1949.

#### *Part-time Workers*

7. (a) A part-time worker shall not work more than thirty ordinary hours per week.

(b) A part-time worker shall be paid an hourly wage arrived at by dividing the appropriate weekly wage by forty. Ten per cent. shall be added to this rate for work performed during the hours prescribed in subclause (b) of clause 2.

#### *Change of Duties*

8. Any worker required to perform other than his or her usual work shall be paid for the time so worked at the rate prescribed for such other work if such rate is higher than his or her usual rate of pay.

#### *Holidays*

9. (a) The following shall be the recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary Day or another day in lieu thereof: Provided that if any of the foregoing holidays, except Anzac Day, shall fall on a Saturday or Sunday it shall be observed on the next succeeding working day or days.

(b) Payment for any of the prescribed holidays where no work is done thereon shall be in accordance with the provisions of the Factories Act, 1946, and its amendments.

(c) In addition to any payment to which a worker is entitled under the provisions of subclause (b) hereof, any work done on any of the days set out in subclause (a) hereof or on any Sunday shall be paid for at double time rates.

#### *Annual Holidays*

10. Holidays shall be allowed in accordance with the Annual Holidays Act, 1944, but the annual holidays shall be allowed within two months of becoming due and at a time suitable to the employer.

#### *Payment of Wages*

11. (a) Wages shall be paid weekly in the employer's time on any day not later than Thursday: Provided that the present custom in respect of fortnightly payments may be continued.

(b) The employer may make deductions from the weekly wages prescribed herein for time lost through the sickness or default of the worker.

#### *Termination of Engagement*

12. 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 a worker for misconduct.

#### *General Conditions*

13. (a) Twenty-four hours' notice shall be given to a worker who is required to work overtime or, in lieu thereof, 2s. 6d. tea-money shall be paid: Provided that if notice is given and overtime is not worked the 2s. 6d. tea-money shall be paid.

(b) Boiling water shall be provided for meals.

(c) Provision for dressing-rooms, lockers, or locker-room shall be made in accordance with the requirements of the Inspector of Factories at each establishment.

(d) Workers who at the date of making this award are in receipt of more than the rates prescribed herein shall not have their existing rates reduced while they continue in the same employment.

(e) No female employed shall be permitted to smooth, plane, empty, fill, or sieve starch in or from trays: Provided that nothing herein shall prevent a female worker from dusting over deposited goods on trays; nor shall any female stir confectionery or other ingredients over 30 lb. in weight.

(f) Towels, hot water, and wash-basins shall be provided.

(g) Female workers shall not be required to carry more than 35 lb. in weight.

(h) Where wet conditions prevail, such as in the tin washing department, &c., workers shall be provided with clogs or gum-boots and waterproof aprons.

(i) A St. John first-aid medical chest or similar outfit shall be provided in a convenient and accessible place on each floor.

(j) Employers shall supply, on request, to the secretary of the union, at not less than quarterly intervals, a list of the workers covered by this award.

(k) A smock shall be provided, after two weeks' service, free to each female full-time worker by the employer, and it shall remain the property of the employer.

(l) Morning and afternoon tea shall be allowed as at present.

*Right of Access*

14. The president, secretary, authorized collector, or organizer of the union shall be permitted to interview workers during their working-hours at such place as the employer shall decide, but not so as to interfere unreasonably with the operation of the employer's business.

*Settlement of Disputes*

15. 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 dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side. In default of agreement, the dispute shall be referred to the Conciliation Commissioner for the district for decision. Either side shall have the right of appeal to the Court within fourteen days after such decision shall have been made known to the party desirous of appealing.

*Workers to be Members of Union*

16. No employer bound by this award shall employ in any position covered by this award any person who is not a financial member of any industrial union of workers bound by this award.

*Under-rate Workers*

17. (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 wages, to examine the permit or agreement by which such wage is fixed.

#### *Application of Award*

18. 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*

19. This award shall operate throughout the Northern, Wellington, Nelson, Canterbury, and Otago and Southland Industrial Districts.

#### *Term of Award*

20. This award, in so far as the provisions of clauses 4, 5, and 6 hereof relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 2nd day of May, 1949, and so far as all 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 4th day of October, 1950.

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 4th day of October, 1949.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The only matter settled by the Court was the rate of wages to operate from the 1st June, 1949. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

The representatives of the parties have advised the Court that they are agreed that the workers covered by sub-clauses (a), (b), and (c) of clause 4 should be treated as skilled workers.

A. TYNDALL, Judge.

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