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

TARANAKI INDUSTRIAL DISTRICT

Butlers' Aurora Ice Cream Co., New Plymouth.
 Delecta Ice Cream Co., Hawera.
 Egmont Frozen Products, New Plymouth.
 Innes Super Cold Ice Cream Co., New Plymouth.
 Neville, Ice-cream Maker, New Plymouth.
 Gibbs, Ice Cream Makers, Hawera.

WELLINGTON INDUSTRIAL DISTRICT

Adams Bruce, Limited, Wellington.
 Arctic Ice Cream Co., Ltd., Peel Street, Petone, Wellington.
 Birch Sons, Palmerston North.
 Blue Moon Ice Cream Co., Hastings.
 Burrells Super Cold Ice Cream Co., Palmerston North.
 Byers Ice Cream Co., Palmerston North.
 Clarke & Millward Ice Cream, 436 Jackson Street, Petone, Wellington.
 Dennes Ice Cream Co., Waipukurau.
 Elbes Super Cold Ice Cream, Lower Hutt.
 Frosty Jack Frozen Products, Ltd., Tennyson Street, Wellington.
 Glacier Ice Cream Co., Palmerston North.
 Glover, J., & Son, Wanganui.
 Greenfields Super Cold Ice Cream, Opera House, Wellington.
 Hawke's Bay Frozen Supplies, Ltd., Napier.
 McDonald Super Cold Ice Cream, Park Road, Miramar, Wellington.
 Mayes Ice Cream Co., Taihape.
 Pages Ice Cream Co., Masterton.
 Ruapehu Ice Cream Co., Taihape.
 Rush Munroe Ice Cream Co., Hastings.
 Super Cold Ice Cream Co., Wairoa.
 Super Cold Ice Cream Co., Wanganui.
 Tip Top Ice Cream Co., Waterloo Quay, Wellington.
 Thornley Sunshine Ice Cream Co., Levin.
 Walkers Milk Bar, Napier.
 Wanganui Aerated Water and Ice Cream, Limited, Wanganui.
 Woolworths, Wellington.

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 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 31st day of March, 1951, 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 6th day of April, 1949.

[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.

Definitions

2. "First-class ice-cream hand" means an operative who is in responsible charge of ice-cream and ices.

There shall be one person classified as first-class ice-cream hand in every factory in which ice-creams or ices are made or processed.

A manager shall not be classified as a first-class ice-cream hand, or pasteurizer, unless he is actually employed at one or more of those occupations for half of his time.

"Churn operator" means an operative of either sex in charge of one or more churns.

“ Pasteurizer ” means an operative engaged in pasteurizing and work incidental thereto.

“ Fruit preparer ” means a worker in charge of the preparation and mixing of fruits and essences.

Hours of Work

3. Except where otherwise provided, the ordinary daily hours of work shall not exceed eight, to be worked between 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

For the purpose of carrying out the necessary preparatory work and of cleaning up, male workers may be employed between 7 a.m. and 5.30 p.m., provided that not more than eight hours are worked without payment of overtime.

Overtime

4. (a) Except where otherwise provided, all time worked in any one day outside of or in excess of the hours mentioned in clause 3 of this award shall be paid for at the rate of time and a half for the first four hours and double time thereafter, provided that double rates shall be paid for work done between 10.30 p.m. and 6 a.m.

(b) Work done on Saturday shall be paid for at the rate of time and a half for the first four hours and double time thereafter, provided that work done after midday shall be paid for at double rates.

(c) When workers are called back to work overtime and attend for such work they shall be paid for a minimum of two hours at the appropriate rate.

(d) When a worker is required to come back after the completion of a day's work the employer shall either provide a meal or pay the worker 2s. 3d. meal-money; provided the worker cannot reasonably proceed to and from his home and have his meal within the time allowed for the meal.

(e) 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.

Shifts

5. Workers employed on shifts which commence after midnight or before 6 a.m. shall be paid 10 per cent. in addition to their ordinary pay for each shift.

Wages

6. (a) The following shall be the minimum ordinary rates of wages:—

	Per Week.		
	£	s.	d.
First-class ice-cream hand	7	17	6
Pasteurizer	7	4	6
Second-hand and/or churn operator ..	6	19	0
Fruit preparer	6	19	0
Order despatch man	6	19	0
General hand	6	12	6

No person under the age of eighteen years may be employed as a first-class ice-cream hand, pasteurizer, or churn operator.

(b) A general hand required to work for more than one hour in any day in the freezing room shall be paid 3d. per hour extra for the time so worked, including overtime, with a minimum payment of 1s. on any day. This provision shall not apply when the room is open for cleaning or is not in use for freezing.

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

Junior males—	Per Week.		
	£	s.	d.
Under 16 years of age	1	14	6
16 to 16½ years of age	2	0	0
16½ to 17 years of age	2	5	0
17 to 17½ years of age	2	10	6
17½ to 18 years of age	2	15	6
18 to 18½ years of age	3	3	6
18½ to 19 years of age	3	9	6
19 to 19½ years of age	3	15	0
19½ to 20 years of age	4	1	6
20 to 20½ years of age	4	7	6
20½ to 21 years of age	4	17	0
Thereafter, £6 12s. 6d. per week.			

Females—

Subject to the provisions of the Factories Act, not less than the following rates shall be paid:—

	Per Week.		
	£	s.	d.
Under 17 years of age	1	10	6
17 to 17½ years of age	1	15	6
17½ to 18 years of age	2	0	6
18 to 18½ years of age	2	6	6
18½ to 19 years of age	2	11	0
19 to 19½ years of age	2	17	0
19½ to 20 years of age	3	3	0
20 to 21 years of age	3	12	6
Thereafter, £4 5s. per week.			

(d) The proportion of juniors shall not be more than two juniors to one adult.

(e) Female workers employed between 6 p.m. and 10 p.m. shall be paid not less than 2s. 7d. per hour during that period.

(f) Female workers in charge of twelve workers shall be paid 7s. 6d. per week extra; over twelve, 12s. 6d. per week extra.

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

Sunday Work

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

Holidays

8. (a) The following shall be observed as full holidays: Christmas Day, Boxing Day, New Year's Day, Anniversary Day, or a day to be mutually agreed upon in lieu thereof, 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.

(e) The provisions of the Public Holidays Act, 1910, and its amendments, which deal with holidays falling on Saturdays and Sundays, shall apply to workers subject to this award.

(NOTE.—Attention is drawn to the Annual Holidays Act, 1944, the provisions of which will apply to all workers.)

Temporary or Casual Hands

9. Casual hands shall be paid in accordance with the rates of wages set out in clause 6 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

10. An employer may require any of his employes to work outside the scope of the employer'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.

Payment of Wages

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

Term of Engagement

12. 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

13. (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 (waterproof if necessary) 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.

(d) Where employees are called upon to wash overalls in their own time, the employers shall allow 2s. per week for same.

First-aid Chest

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

Certificate of Service

15. 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

16. 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.

Workers to be Members of Union

17. (a) Subject to the provisions of subsection (5) of section 18 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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(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.)

(d) 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.

(e) Notwithstanding anything to the contrary in clause 12 hereof, an employer shall deduct union subscriptions on the production of an authorizing order signed by the worker.

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.

Exemptions

19. Nothing in this award shall apply to the person designated as manager, or in any factory where there are at least four workers members of the union, to any employee in receipt of at least £475 per annum exclusive of overtime.

Right of Entry

20. 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

21. 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

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

Term of Award

23. This award, in so far as it relates to rates of wages, shall be deemed to have come into force on the first pay day in April, 1949, 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 March, 1951.

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 6th day of April, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

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.

An application by Woolworths, Ltd., Wellington, to be struck out has been referred to the Court. This application will be dealt with by the Court in the centre from which the application originates.

The assessors desire the following statement to be recorded:—

“ The alterations to wage rates were made with the knowledge that applications were before the Court under the Economic Stabilization Emergency Regulations, 1942, for a standard wage pronouncement, and in the event of the Court awarding any increase, the increases agreed upon in this award shall be taken into account.”

A. TYNDALL, Judge.

TARANAKI AND WELLINGTON ICE-CREAM MANUFACTURERS' EMPLOYEES—AMENDMENT OF AWARD

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

In the Court of Arbitration of New Zealand.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and the Economic Stabilization Emergency Regulations 1942; and in the matter of the Taranaki and Wellington Ice-cream Manufacturers' Employees' award, dated the 6th day of April, 1949, and recorded in 49 Book of Awards.

IN pursuance and exercise of the powers vested in it by the Economic Stabilization Emergency Regulations 1942, and of every other power in that behalf thereunto enabling it, this Court, for the purpose of giving effect to the pronouncement made by it on the 12th day of April, 1949, doth hereby order as follows:—

1. That the said award shall be amended by deleting clause 6 and substituting therefor the following clause:—

“ *Wages* .

“ 6. (a) The following shall be the minimum ordinary rates of wages:—

	Per Week.		
	£	s.	d.
“ First-class ice-cream hand ..	8	1	8
“ Pasteurizer	7	8	8
“ Second-hand and/or churn operator	7	3	3
“ Fruit preparer	7	3	3
“ Order despatch man	7	3	3
“ General hand	6	16	8

“ No person under the age of eighteen years may be employed as a first-class ice-cream hand, pasteurizer, or churn operator.

“ (b) A general hand required to work for more than one hour in any day in the freezing room shall be paid 3d. per hour extra for the time so worked, including overtime, with a minimum payment of 1s. on any day. This provision shall not apply when the room is open for cleaning or is not in use for freezing.

“ (c) Youths and females may be employed at not less than the following rates of wages:—

	Per Week.		
	£	s.	d.
“ Junior males—			
“ Under 16 years of age	1	15	0
“ 16 to 16½ years of age	2	1	6
“ 16½ to 17 years of age	2	7	0
“ 17 to 17½ years of age	2	13	0
“ 17½ to 18 years of age	2	18	6
“ 18 to 18½ years of age	3	7	0

	Per Week.		
	£	s.	d.
“ Junior males— <i>continued</i>			
“ 18½ to 19 years of age	3	13	6
“ 19 to 19½ years of age	4	0	0
“ 19½ to 20 years of age	4	7	0
“ 20 to 20½ years of age	4	13	6
“ 20½ to 21 years of age	5	1	0
“ Thereafter, £6 16s. 8d. per week.			

“ Females—

“ Subject to the provisions of the Factories Act, not less than the following rates shall be paid:—

“ Under 17 years of age	1	11	6
“ 17 to 17½ years of age	1	16	6
“ 17½ to 18 years of age	2	2	0
“ 18 to 18½ years of age	2	8	6
“ 18½ to 19 years of age	2	13	6
“ 19 to 19½ years of age	3	0	0
“ 19½ to 20 years of age	3	6	6
“ 20 to 21 years of age	3	14	6
“ Thereafter, £4 7s. 6d. per week.			

“(d) The proportion of juniors shall not be more than two juniors to one adult.

“(e) Female workers employed between 6 p.m. and 10 p.m. shall be paid not less than 2s. 8d. per hour during that period.

“(f) Female workers in charge of twelve workers shall be paid 7s. 6d. per week extra; over twelve, 12s. 6d. per week extra.

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

2. That this order shall come into force on the 1st day of June, 1949.

Dated this 11th day of May, 1949.

[L.S.]

A. TYNDALL, Judge.