

**NORTHERN INDUSTRIAL DISTRICT ICE-CREAM MANUFACTURERS'
EMPLOYEES—AWARD**

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Northern Ice-Cream and Related Products Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned persons, firms and companies (hereinafter called “the employers”):

Carbines Ice Cream Co., Edenvale Road, Mount Eden, Auckland.
 McDonald Ice Cream Co. Ltd., Hamilton.
 Meadow Gold Ice Cream Co. Ltd., Cook Street, Auckland.
 Penguin Ice Cream Co. Ltd., New Lynn, Auckland.
 Rosco Ice Cream Co. Ltd., Liverpool Street, Hamilton.
 Tip Top Ice Cream Co. Ltd., Epsom, Auckland.
 Wise’s Ice Cream Co. Ltd., Gisborne.

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 12th day of January 1962 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 5th day of September 1960.

[L.S.]

A. TYNDALL, Judge.

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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, at the place where they are manufactured.

Definitions

2. (a) A "foreman" or "first-class ice-cream hand" means a worker who is in responsible charge of the manufacture of ice-cream and/or ices. There shall be one person classified as foreman or first-class ice-cream hand in every factory in which ice-cream or ices are made or processed.

(b) A manager shall not be classified as a foreman or first-class ice-cream hand unless he is actually employed in the manufacture of ice-cream and/or ices for half of his time.

(c) A "pasteuriser" is a worker who is employed 50 per cent or more of his time pasteurising.

(d) A "second assistant" is a worker who is in charge of one or more churns and is required to do any other work.

(e) A "freezer hand" is a worker who is employed 50 per cent or more of his time in a freezing chamber.

(f) A "brine tank operator" is a worker who is employed 50 per cent or more of his time filling moulds or operating defrost tanks.

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.

Shifts

4. (a) Shifts may be worked as required by the employer.

(b) The ordinary hours of work for shift-workers shall not exceed five eight-hour shifts to be worked between midnight Sunday-Monday and 8 a.m. Saturday.

(c) Workers employed on shifts shall be paid 4s. 6d. per shift in addition to their ordinary rate of pay.

(d) Any time worked in excess of the hours prescribed in subclause (b) of this clause shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter, overtime to be computed daily. Overtime worked on Saturdays shall be paid for at the rate of time and a half for the first four hours and at the rate of double time thereafter.

Overtime

5. (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 three 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 after having left the premises and they attend for such work they shall be paid for a minimum of three hours at the appropriate rate.

(d) Workers who are required to work overtime after 6 p.m. shall be supplied with a meal or be paid 5s. meal money in lieu thereof.

(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.

(f) In the allocation of overtime where there are full-time weekly workers covered by this award eligible and willing to work overtime, they shall be given preference over part-time workers.

Wages

6. (a) The following shall be the minimum ordinary rates of wages for adult male workers:

	Per Week		
	£	s.	d.
First-class ice-cream hand or foreman	14	10	0
Pasteuriser	12	10	6
Second assistant	12	10	6
Freezer hand	12	3	0
Brine tank operator	12	3	0
Ice-cream hand	11	19	4

No person under the age of 18 years may be employed as a first-class ice-cream hand, pasteuriser, second assistant, freezer hand, churn operator or brine tank operator.

(b) A general hand required to work more than one hour in any day in the freezing room shall be paid 7d. per hour extra for the time so worked, including overtime, with a minimum payment of 2s. 6d. 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.
Male youths:			
Under 17 years of age	4	1	8
17 to 18 years of age	5	0	3
18 to 19 years of age	6	11	3
19 to 20 years of age	8	2	3
20 to 21 years of age	9	14	3
Thereafter adult rates.			

Females: Subject to the provisions of the Factories Act 1946, not less than the following rates shall be paid:

	£	s.	d.
Under 18 years of age	4	1	8
18 to 19 years of age	4	14	0
19 to 20 years of age	5	12	8
20 to 21 years of age	6	17	5
Thereafter	8	5	0

(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 4s. 6d. per hour during that period.

(f) Female workers in charge of 12 workers shall be paid 12s. 6d. per week extra; over 12, £1 2s. 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 or employment.

(h) After one month on such work, girls working off and from the brine tank to be paid an additional rate of 5s. per week while so employed.

Requirements of Economic Stabilisation Regulations

7. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Sunday Work

8. Work done on any Sunday shall be paid for at the rate of double time with a minimum payment of four hours.

Holidays

9. (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) of this clause 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 holiday specified in subclause (a) of this clause 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) Any worker who is employed on 2 January shall be paid for the time worked at double his ordinary rate of pay in addition to his weekly wage.

(f) When a holiday, other than Anzac Day, falls on a Saturday or Sunday it shall be observed on the next succeeding working day or days.

Annual Holidays

10. Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944.

Temporary or Casual Hands

11. 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.

Regular Part-time Workers

12. (a) A part-time worker shall not work more than 30 ordinary hours per week.

(b) A part-time worker shall be paid an hourly wage arrived at by dividing the appropriate weekly wage by 40. Ten per cent shall be added to this rate for work performed during the hours specified in clause 3.

Off-season

13. 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.

Payment of Wages

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

Term of Engagement

15. 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. Not less than 48 hours' notice 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

16. (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, smocks, overalls, gumboots and/or clogs, as required by the work. Workers called upon to work in the cool-room shall be provided with woollen jerseys, balaclavas, and gloves.

(b) A break of 10 minutes shall be allowed for morning and afternoon 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 and smocks in their own time the employer shall allow 2s. per overall and 1s. 3d. per smock with a minimum payment of 5s. per week.

(e) A suitable lunch room shall be provided for workers to have their meals.

(f) Lockers for both male and female workers shall be provided.

(g) Female workers shall not be required to lift more than 30 lb in weight.

(h) Where practicable a drying room shall be provided for the purpose of drying workers' clothing.

Certificate of Service

17. Each worker on leaving or being discharged from his or her employment shall, on request, be given within 24 hours thereafter, a certificate of service in writing, stating the position held and the length of service.

First-aid Chest

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

Disputes

19. 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, it shall be settled between the employer's representative and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court of Arbitration. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desirous of appealing.

Workers to be Members of Union

20. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 purpose of subclause (a) of this clause a person of the age of 18 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 21 years and upwards, shall be deemed to be an adult.

(c) Employers shall, on request, supply twice a year a list of the names and addresses of workers employed in their respective factories.

(d) Notwithstanding anything to the contrary in clause 15 hereof, an employer shall deduct union subscriptions on the production of an authorising order signed by the worker.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

21. (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 14 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

22. This award shall not apply to a worker in receipt of £815 or more per annum, exclusive of overtime and special payments.

Right of Entry

23. The secretary or other authorised 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

24. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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 district to which this award relates.

Scope of Award

25. This award shall operate throughout the Northern Industrial District.

Term of Award

26. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 12th day of July 1960, and so far as all other provisions of the award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 12th day of January 1962.

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 5th day of September 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.