

**NORTHERN INDUSTRIAL DISTRICT DRUG WORKERS—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 Auckland Drug Factories' Employees Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers"):

Aerosal Products Ltd., 21 France Street, Auckland.  
 Armstrong, R. H., and Co., 925 Dominion Road, Auckland.  
 Auckland Gas Co. Ltd., Wyndham Street, Auckland.  
 Beecham Australia Pty. Ltd., Great South Road, Auckland.  
 Biological Laboratories Ltd., 453 New North Road, Auckland.  
 Bristol-Myers Ltd., 234 Khyber Pass Road, Auckland.  
 Bush, W. J., and Co., 38 Wakefield Street, Auckland.  
 Cooper, McDougall, and Robertson Ltd., Great South Road, Otahuhu.  
 Contract Packers Ltd., Walls Road, Penrose.  
 Danish Mineral Research Ltd., 31 Eden Crescent, Auckland.  
 Ellico Ltd., Elliot's Rural Products, 9-13 Edinburgh Street, Auckland.  
 Farmers Trading Co. Ltd., Hobson Street, Auckland.  
 Flexipac Ltd., Stoddard Road, Mount Roskill, Auckland.  
 Fraser Products Ltd., 85 Jervois Road, Herne Bay, Auckland.  
 Free Flo Products Ltd., 105 Nelson Street, Auckland.  
 Gilseal Ltd., 69 Carlton Gore Road, Auckland.  
 Home Products N.Z. Ltd., Kitchener Street, Auckland.  
 Industrial Chemicals Ltd., Carbine Road, Mount Wellington, Auckland.  
 K.L. Packing Co. Ltd., Carr Road, Mount Roskill, Auckland.  
 Lawrence, Alfred, and Co. (N.Z.) Ltd., 85 Anzac Avenue, Auckland.  
 Manning Ltd., Victoria Street, East Hamilton.  
 Morro, N., Ltd., 35 George Street, Newmarket, Auckland.  
 Peterson, S. W., and Co. Ltd., Manufacturing Chemists, Rosebank Road, Auckland.  
 Potter and Birks Ltd., 710 Great South Road, Auckland.  
 Proprietary Packers Ltd., 9A George Street, Onehunga, Auckland.  
 Q-tol Fluenzol Laboratories, Kent Street, Newmarket, Auckland.  
 Reckitt and Coleman Ltd., Rosebank Road, Avondale, Auckland.  
 Rubenstein, Helena, Ltd., Princes Street, Onehunga, Auckland.  
 Scientific Pest Control, Marua Road, Ellerslie, Auckland.  
 Scott and Bowne Australasia Ltd., 33 Great South Road, Otahuhu, Auckland.  
 Sharland and Co. Ltd., Manufacturing Chemists, Taylors Road, Morningside, Auckland.  
 Sonata Laboratories Ltd., Great North Road, Auckland.  
 Stewart Foot and Co. Ltd., Gavin Street, Penrose, Auckland.  
 Sterling Pharmaceuticals N.Z. Ltd., Manufacturing Chemists, 475 Great South Road, Auckland.  
 Vanbro Ltd., 2 King Edward Avenue, Auckland.  
 Walker, M. A., and Co. Ltd., 86 Lorne Street, Auckland.  
 Warner, W. R., Ltd., Manufacturing Chemists, 21 Federal Street, Auckland.  
 Winstone, Frank, Ltd., O'Rorke Street, Penrose, Auckland.  
 Wrigley, Douglas, Ltd., Galway Street, Onehunga.

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 8th day of April 1964 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 21st day of November 1962.

[L.S.]

K. G. ARCHER, Judge.

#### SCHEDULE

##### *Definitions*

1. (a) This award shall apply to workers substantially employed in the manufacture, bottling, packing, packaging, labelling, wrapping, mixing, grinding of:

(i) Chemical and related products including:

Cleansing preparations.

Disinfectants.

Emulsions.

Ink (other than printers' ink).

Insecticides.

Malt extracts.

Polishes.

Proprietary and/or patent medicines.

Stock meals and licks.

Toilet preparations.

Tablets (medicinal).

Vitamins preparations.

(ii) Chemical products for veterinary, household, medicinal, manufacturing, processing, preserving, or garden use or for food.

(b) Other workers (excepting engineers, engine drivers and firemen) employed at work ancillary to the industry, including the making from any class of material of containers for use in the factory, but shall not apply to workers who are substantially employed at work coming within the scope of any award in force made by the Court of Arbitration, or of any industrial agreement in force made in accordance with the rules of any other industrial union.

Workers employed at work ancillary to the industry shall be paid not less than the rates provided in the appropriate award or industrial agreement while so employed.

##### *Hours of Work*

2. (a) The ordinary hours of work for workers employed under the award shall not exceed 40 per week or eight hours per day, to be worked between the hours of 8 a.m. and 5 p.m. on Mondays to Fridays, both days inclusive.

(b) Notwithstanding anything contained in this award, section 19 (3) of the Factories Act 1946, relating to the employment of workers for the purpose of raising steam and in making preparations for the work of the factory, shall be deemed to be incorporated herein.

*Overtime*

3. (a) All time worked outside of and 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 and thereafter double time, except in the case of overtime on Saturday when the first three hours shall be paid for at the rate of time and a half. Overtime shall be computed on a daily basis.

(b) For the purpose of computing overtime, work done up to and including half an hour shall be deemed half an hour, and work done for any period exceeding half an hour and up to an hour, shall count as one hour.

(c) The minimum overtime rate of payment per hour shall not be less than 2s. 7d.

*Wages*

4. The minimum rates of pay for male workers over the age of 21 years shall be:

	Per Week		
	£	s.	d.
Working foreman in charge of a department in which three or more adult workers are employed	13	8	4
Working foreman, qualified chemist	14	10	4
Qualified chemist	14	4	0
Unqualified chemist	13	8	9
Drug manufacturer	12	15	0
Tablet maker—			
For the first six months	12	15	0
Thereafter	12	19	0
All other workers	12	5	0

*Wages: Youths*

5. (a) Youths under 21 years of age may be employed at not less than the following weekly rates:

	Per Week		
	£	s.	d.
Under 17 years of age	3	17	8
17 to 18 years of age	5	0	0
18 to 19 years of age	6	5	4
19 to 20 years of age	7	10	8
20 to 21 years of age	8	19	4

And thereafter the rate for adult general hands.

(b) The proportion of youths shall not exceed one youth to every two or fraction of two adult workers employed.

*Wages: Female Workers*

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

	Per Week		
	£	s.	d.
Under 17 years of age	3	11	3
17 to 18 years of age	4	10	6
18 to 19 years of age	5	9	6
19 to 20 years of age	6	8	8
20 to 21 years of age	7	7	8

Thereafter £8 9s. 2d. per week.

*Forewoman*—There may be one working forewoman in each establishment, who shall be in charge of three or more adult workers and who shall be paid not less than £1 per week extra.

*Leading Hand*—A leading hand shall mean any female under the supervision of a forewoman and in charge of other workers during the temporary absence from time to time of the forewoman. Leading hands shall be paid not less than 10s. per week extra.

#### *Casual Workers*

7. Workers employed for less than one week shall be deemed to be casuals and shall be paid on an hourly basis 10 per cent above the minimum rate prescribed for the appropriate weekly worker.

#### *Female Part-time Workers*

8. Female workers whose engagement is for less than 40 hours per week shall be paid the *pro rata* rate calculated on the ordinary weekly wage. No such part-time worker shall be engaged without the written consent of the union.

#### *Holidays*

9. (a) The following holidays shall be allowed without deduction from wages: a whole holiday on every Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign.

(b) Should any of the above-mentioned holidays, other than Anzac Day, fall on a Saturday or Sunday, then for the purposes of this award such holiday shall be observed on the next succeeding working day.

(c) Time worked on Sunday shall be paid for at double time rates.

(d) Time worked on any of the above-mentioned holidays shall be paid for at double time rates plus the ordinary holiday pay for that day.

(e) Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944.

Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday, then subject to any agreement under the proviso to subsection (2) of section 3 of the Annual Holidays Act 1944, that worker, notwithstanding the provisions of subclause (a) of this clause, shall not be entitled to any wages for the two weeks following that date but the employer shall before that date pay to him in addition to all other amounts due to him at that date, including amounts to which he is entitled in respect of special holidays, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.

#### *Terms of Employment*

10. (a) Except in the case of casual workers, the employment shall be deemed to be a weekly one and no deduction shall be made from the weekly wages payable herein except for time lost through default or sickness of the worker or by reason of accident not arising out of and in the course of employment.

(b) Except in the case of casual workers, not less than one week's notice shall be given by either party of the termination of the employment. Where the required notice is not given by either party one week's wages shall be paid or forfeited as

the case may be. Provided that nothing in this clause shall prevent an employer from dismissing any worker for misconduct. Providing further that all wages due to the worker shall be paid forthwith.

#### *Payment of Wages*

11. Wages shall be paid weekly and in the employer's time and not later than Thursday of each week.

#### *Meal Money*

12. A worker required to work overtime after 6 p.m. shall be paid 5s. 3d. tea money.

#### *General Conditions*

13. (a) Smocks and overalls shall be supplied weekly and laundered by the employer.

(b) The employer shall, in the case of workers engaged in working of any chemical process which is dangerous to the health of the workers, provide respirators, gloves, and such other equipment as will be deemed satisfactory to the Health Department.

(c) Boiling water shall be supplied for meals.

(d) Workers employed in damp or wet places shall be supplied with gumboots.

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

(f) Boys under 17 years of age shall not handle more than 56 lb single handed.

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

(h) A 10-minute rest period shall be allowed in the morning and afternoon to all workers without deduction of pay.

(i) Showers shall be provided for employees working in powder rooms.

(j) Milk shall be supplied to workers engaged in handling of powders on their request.

(k) The employer shall retain for purchase, on request, sanitary pads and sanitary towels. A suitable arrangement for disposal of such sanitary pads or towels shall be made.

#### *First Aid Outfits*

14. First aid outfits shall be provided in all factories and shall be accessible to employees at all times. The employer shall be responsible for keeping supplies in clean containers and in charge of a responsible person.

#### *Accommodation*

15. The employer shall supply suitable dining and lavatory accommodation, towels, and soap as required by the Factories Act 1946, together with facilities for changing clothes, also hot water for washing purposes.

#### *Right of Entry, etc.*

16. (a) The secretary or other authorised 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.

(b) Employers bound by this award shall, upon written request by the union, which request shall not be made more often than once in every three months, supply to the union a list of their employees.

*Disputes and Matters Not Provided For*

17. If any dispute shall arise in connection with any matter pertaining to or arising out of this award and not specifically dealt with therein, it shall be settled between the particular employer concerned 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 local Conciliation Commissioner who may either decide the issue or refer same to the Court. Either side, 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 14 days after such decision shall have been communicated to the party desiring to appeal.

*Unqualified Preference*

18. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

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

*Under-rate Workers*

19. (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 or 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.

#### *Application of Award*

20. 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 the 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*

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

#### *Term of Award*

22. 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 8th day of October 1962, 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 8th day of April 1964.

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 21st day of November 1962.

[L.S.]

K. G. ARCHER, Judge.

#### MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 18 in the award in the form in which it was agreed upon in the Council of Conciliation.

The rates of remuneration prescribed by this award are *not* to be increased by the application of the provisions of the Court's general order of 4 July 1962.

K. G. ARCHER, Judge.