

NEW ZEALAND CO-OPERATIVE RENNET CO. LTD. EMPLOYEES—AWARD

[Filed in the Office of the Clerk of Awards, New Plymouth]

In the Court of Arbitration of New Zealand, Taranaki Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand (except Northern, Westland and Otago and Southland Industrial Districts) Food Processing, Chemical and Related Products Factory Employees Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned company (hereinafter called “the employers”):

New Zealand Co-operative Rennet Co. Ltd., Eltham.

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 30th day of June 1965 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 22nd day of August 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Application of Award

1. This award shall apply to all workers employed by the New Zealand Co-operative Rennet Co. Ltd., in or in connection with the operation of the company's factory, with the exception of the executive officers, clerical staff, and qualified chemists.

Hours of Work

2. Forty hours shall constitute a week's work, and eight hours in any day shall constitute a day's work. The daily hours shall be worked between 8 a.m. and 5 p.m. from Monday to Friday, both days inclusive

Wages

3. The following shall be the minimum rates of wages:

	Per Week		
	£	s.	d.
(a) Foreman	15	16	3
(b) Cooper	15	9	7
Adult male workers	14	1	3
Adult female workers	10	1	11
(c) (i) Junior males—			
Under 16 years of age	6	3	4
16 to 17 years of age	7	8	4
17 to 18 years of age	9	8	4
18 to 19 years of age	10	16	8
19 to 20 years of age	12	1	8
Thereafter adult rates.			
(ii) Junior females—			
First six months	6	10	0
Second six months	7	3	4
Third six months	7	15	0

Provided that on attaining 19 years of age, not less than the rate prescribed for that age shall be paid.

From 19 to 20 years of age	8	16	8
Thereafter adult rates.			

(d) Any person employed as a "colour-maker" shall while so employed be paid 15s. 6d. per week in addition to the above rates.

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

(f) Workers who have been employed continuously for a period of two years or more shall be paid an additional 6s. 10d. per week.

Overtime

4. (a) All time worked in excess of the hours prescribed in clause 2 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(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 one hour shall count as one hour.

(c) Workers called back to work overtime shall be paid for a minimum of two hours except that the minimum in the case of night inspection duties shall be one hour.

Terms of Employment

5. (a) The employment shall be deemed to be a weekly employment and no deductions shall be made from the weekly wages payable hereunder except for time lost through the default or sickness of the worker (except as provided by clause 10 hereof), or by reason of accident not arising out of and in the course of employment.

(b) Not less than one week's notice shall be given by either party of the termination of employment, except in the case of casual workers:

Provided that nothing in this subclause shall prevent an employer from summarily dismissing any worker for wilful misconduct

Dangerous Work

6. (a) The employers shall, in the case of workers engaged in the 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 Department of Public Health.

(b) In all cases where the use of respirators is essential the workers shall be paid an extra 1s. per hour for all time so occupied.

Payment of Wages

7. Wages shall be paid weekly in cash in the employer's time on a regular pay day which shall be not later than Tuesday. Workers shall be paid immediately on discharge.

Holidays

8. (a) The following shall be recognised as holidays: New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, and the birthday of the reigning Sovereign.

(b) Payment for the said holidays shall be made at the same rate as for an ordinary working day when any of the said holidays falls upon an ordinary working day, i.e., Monday to Friday, both days inclusive.

(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) The provisions of the Public Holidays Act 1955 shall be deemed to be incorporated in this award.

(e) Any work done on a Sunday or any of the above-mentioned holidays, or holidays observed in lieu thereof, shall be paid for at double time rates. The said payment shall be in addition to the ordinary weekly wage.

(f) Should any of the above holidays not be generally observed in any locality, another day may be observed in lieu thereof, by arrangement with the Taranaki branch of the union.

(g) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944: Provided that for the tenth and subsequent years of continuous service with the employer, an annual holiday of three weeks in lieu of the two weeks provided for in the Annual Holidays Act shall be allowed.

General Conditions

9. (a) When any worker is required to work overtime after 6 p.m. on any day, the employer shall provide a meal or pay such worker 5s. 3d. to enable him or her to obtain a meal: Provided such worker cannot go home and return for a meal within the usual meal interval allowed.

(b) Boiling water shall be supplied for meals.

(c) Workers employed in damp or wet places shall be supplied with gumboots or heavy soled working boots, and rubber aprons or overalls. Where it is necessary for workers to work in the rain they shall also be provided with waterproof clothing.

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

(e) Boys under 16 years of age shall not handle more than 56 lb single-handed.

(f) A tea break of 15 minutes shall be allowed both morning and afternoon, and whenever continuous overtime in excess of two hours is worked an additional tea break shall be allowed.

(g) Protective clothing to the satisfaction of the union shall be provided for workers handling annatto colour.

(h) Dirt money at the rate of 3d. per hour with a minimum payment of 1s. 3d. per day shall be paid to workers unloading and/or carting coal or filling containers with cheese colour under existing methods.

(i) *Dirt Money*—When workers are required to enter flues or back-end smoke boxes for the purpose of cleaning them or to chip and/or to clean the interior of boilers, they shall be paid 7d. per hour extra, with a minimum of 2s. 6d. per day. When they are required to clean tubes by brush or scraper, they shall be paid 2s. 6d. per day extra.

(j) Protective clothing supplied by the employer shall be laundered or cleaned at the expense of the employer.

Sick Leave

10. Notwithstanding the provisions of subclause (a) of clause 5 of this award, workers after 12 months' continuous employment with the New Zealand Co-operative Rennet Co. Ltd., in the case of inability to continue work because of sickness, shall be entitled to sick pay not exceeding one week in each year of service subject (at the discretion of the company) to the production of a doctor's certificate. Sick pay for the actual period of paid sick leave hereunder shall be at the worker's ordinary rate of wages as prescribed by clause 3 of this award.

Meal Hours

11. Not less than three-quarters of an hour shall be allowed for meals, unless mutually agreed to by the employer and the worker and approved by the union branch representative.

Accommodation

12. The employer shall provide suitable lavatory accommodation, as required by the Factories Act, together with facilities for changing clothes, also hot water for washing hands.

Certificate of Service

13. Each worker on leaving or being discharged from his or her employment shall on request, within 24 hours thereafter, receive a certificate of service in writing stating the position held and the length of service. Original references shall be the property of the worker and shall be returned within 48 hours after engagement.

First Aid and Safety Precautions

14. (a) First aid kits shall be provided in all factories and shall be in charge of a responsible person.

(b) A safety committee shall be set up under the guidance of the National Safety Association.

Disputes

15. The essence of this award being that the work of the employer 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, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court within 14 days after such decision has been made known to the party desirous of appealing.

Right of Entry Upon Premises

16. 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.

Unqualified Preference

17. (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.)

Workers Other Than Adults

18. If and so long as the rules of the union permit any worker employed in any position or employment subject to this award who is under the age of 18 years to become a member of the union with ballot or other election, and upon payment of

not more than half the payments provided by the rules of the union for adult workers, such worker may become a member of the union, and if such worker neglects to become a member of the union within two weeks from the date of employment the employer may, if requested so to do by the union, dismiss such worker, provided there is then a member of the union equally qualified and of similar status and ready and willing to perform the particular work required to be done.

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 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.

Term of Award

20. 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 1st day of July 1963, 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 30th day of June 1965.

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 22nd day of August 1963.

[L.S.]

A. TYNDALL, 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 17 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.