

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

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

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 1954; 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 under-mentioned union (hereinafter called “the employers”):

New Zealand Biscuit and Confectionery Manufacturing Industrial Union
of Employers, 8–12 The Terrace, Wellington.

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 14th day of May 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 14th day of November 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to all workers engaged in the preparation, manufacture and/or packing of biscuits, chocolates, confectionery, chewing gum, popcorn, cocoa, baked cereal products, and by-products in connection therewith, other than clerical workers, factory managers, and workers employed in connection with the work of the factory covered by any other award.

Hours of Work

2. (a) The ordinary hours of work shall be 40 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. Not less than three quarters of an hour shall be allowed as an interval for a meal, but in cases where the majority of workers in any establishment agree with the employer upon a lesser period, not less than half an hour shall be allowed.

(c) Night shifts of eight hours may be worked outside the ordinary daily working hours: Provided that workers on night shift shall be paid 5s. 2d. per shift in addition to the ordinary rates provided in clause 4 hereof.

After four hours' work on night shift there shall be a break of at least half and hour for a meal. Tea shall be provided once during each four-hour period and during the meal break.

Any worker who regularly uses public wheeled traffic, required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting of such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting of such traffic shall be paid for time occupied in travelling to or from his home at ordinary rates of pay, reckoning the time occupied as being at the rate of 3 miles per hour: Provided, however, that if a conveyance free of charge is provided for the worker by his employer he shall not be entitled to payment for travelling time under this subclause. For the purpose of this award "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by the worker in travelling to and from his work.

Overtime

3. (a) 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 three hours on Saturday morning, and at the rate of double time thereafter.

(b) When workers are called back to work overtime they shall receive a minimum of two hours' work or payment therefor; provided that workers may be employed for up to one hour beyond the ordinary finishing time without payment of the two hour minimum provided for in this subclause.

(c) Overtime shall be calculated on a daily basis.

(d) 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

4. For the purposes of this award the following shall be the recognised departments: Biscuits, chocolate manufacturing, and general confectionery: Provided that where an employer has established or establishes separate sugar boiling, caramel, and starch departments, such departments shall also be recognised and the classification of workers in the general confectionery department (subclause (c) of this clause) shall apply to each of the latter three departments where applicable: And provided further, however, an employer shall not be required to recognise a "worker in charge" of any department unless five workers are continuously engaged therein and neither be required to recognise both a "worker in charge" and a "first assistant" unless 10 workers are continuously employed therein.

The following shall be the minimum weekly rates of wages for adult male workers over 21 years of age:

| | | Per Week | | |
|--|---|----------|----|----|
| | | £ | s. | d. |
| (a) Biscuit Department— | | | | |
| (i) | Worker in charge of department | 15 | 6 | 6 |
| (ii) | First assistant or leading hand in charge of not less than three adult male workers | 14 | 11 | 6 |
| (iii) | Biscuit-dough mixer | 14 | 5 | 0 |
| (iv) | Cutting and embossing machinist | 13 | 10 | 0 |
| | Brakesman | | | |
| | Oven charge-hand | | | |
| | Operator of chocolate enrober | | | |
| | Operator of biscuit cream sandwich machine | | | |
| | Operator of wafer-oven | 12 | 16 | 0 |
| (v) | All other adult male workers | 12 | 16 | 0 |
| (b) Chocolate Manufacturing Department— | | | | |
| (i) | Worker in charge of department | 15 | 6 | 6 |
| (ii) | First assistant or leading hand in charge of not less than three adult male workers | 14 | 11 | 6 |
| (iii) | Operator of bean roaster | 13 | 10 | 0 |
| | Operator of cocoa butter press | | | |
| | Operator of cocoa sieve | | | |
| | Chocolate mixer | | | |
| | Operator of chocolate moulding machine | | | |
| (iv) | All other adult male workers | 12 | 16 | 0 |
| (c) General Confectionery Department— | | | | |
| (i) | Worker in charge of department | 15 | 6 | 6 |
| (ii) | First assistant or leading hand in charge of not less than three adult male workers | 14 | 11 | 6 |
| (iii) | Operator of vacuum or continuous cooker | 13 | 10 | 0 |
| | Liquorice boiler | | | |
| | Marzipan and paste maker | | | |
| | Pan operator when operating not less than four revolving pans | | | |
| | Caramel mixer and boiler | | | |
| | Gum and jelly maker | | | |
| | Cream maker | | | |
| | Operator of chocolate enrober | | | |
| | Operator of starch depositing machine | | | |
| | Man working off sugar boilings | | | |
| (iv) | All other adult male workers | 12 | 16 | 0 |

| | Per Week | | |
|--|----------|----|----|
| | £ | s. | d. |
| (d) <i>Cereal Product Manufacturing</i> — | | | |
| (i) Worker in charge of department | 15 | 6 | 6 |
| (ii) First assistant or leading hand in charge of not less than three adult male workers | 14 | 11 | 6 |
| (iii) All other adult male workers | 12 | 16 | 0 |
| (e) <i>Ice-cream Cone Manufacturing</i> — | | | |
| (i) Worker in charge of department | 15 | 6 | 6 |
| (ii) First assistant or leading hand in charge of not less than three adult male workers | 14 | 11 | 6 |
| (iii) Ice-cream cone dough-mixer | 13 | 14 | 0 |
| (iv) Ice-cream conemaker | 13 | 10 | 0 |
| (v) All other adult male workers | 12 | 16 | 0 |

(f) 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 six departments (referred to in the preamble to this clause) 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 21 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 |
|------------------------------|------------|-------------|-------------|-------------|------------|-------------|-------------|
| | First Half | Second Half | First Half | Second Half | First Half | Second Half | |
| Under 17 | 114/- | 122/- | 132/- | 141/- | 150/- | 160/- | 185/- |
| 17 to 18 | 122/- | 132/- | 141/- | 150/- | 160/- | 185/- | .. |
| 18 to 19 | 132/- | 141/- | 150/- | 160/- | 185/- | .. | .. |
| 19 to 20 | 141/- | 150/- | 160/- | 185/- | .. | .. | .. |
| 20 to 21 | 149/- | 160/- | .. | .. | .. | .. | .. |

Thereafter, or on attaining the age of 21, not less than the minimum rate provided for other adult workers.

Females

6. (a) 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 | 98/- | 107/- | 115/9 | 124/6 | 133/6 | 142/- | 149/6 | 157/6 |
| 16 to 17 | 107/- | 115/- | 124/- | 130/- | 141/- | 148/- | 154/- | .. |
| 17 to 18 | 115/- | 124/- | 130/- | 141/- | 148/- | 154/- | .. | .. |
| 18 to 19 | 124/- | 132/6 | 141/- | 148/- | 154/- | .. | .. | .. |
| 19 to 20 | 132/6 | 141/- | 148/- | 154/- | .. | .. | .. | .. |
| 20 to 21 | 141/- | 148/- | .. | .. | .. | .. | .. | .. |

Thereafter, or on attaining the age of 21, not less than £8 15s. per week.

(b) A female worker appointed by the employer to be in charge of a department shall be paid 16s. 8d. per week extra.

For the purposes of this subclause, the following shall be the recognised departments: Biscuits, chocolate manufacturing, and general confectionery.

Part-time Workers

7. (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.

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 recognised holidays: New Year's Day, 2 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) of this clause, any work done on any of the days set out in subclause (a) of this clause or on any Sunday shall be paid for at double time rates.

Annual Holidays

10. (a) 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.

(b) Regular night shift workers after 12 months' continuous service as such shall be granted three weeks' annual holiday on ordinary pay as defined in the Annual Holidays Act 1944. Any worker who works part-time as a night shift worker shall in addition to two weeks' annual holiday under the Annual Holidays Act be granted an additional period representing the corresponding proportionate part of one week extra which is granted to regular night shift workers.

(c) Upon completion of 10 or more years' continuous service with the same employer full time workers (other than workers covered by subclause (b) of this clause) shall be allowed an annual holiday of three weeks instead of two weeks allowed under the Annual Holidays Act 1944.

Payment of Wages

11. (a) Wages shall be paid weekly in the employer's time on any day not later than Thursday.

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

(c) Should the late shopping night fall on a pay day, then payment shall be made on the preceding working day.

Termination of Engagement

12. No less than 48 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) A worker who is required to work overtime exceeding one hour after his ordinary hours on any day shall be paid meal money. When a worker has been notified that he will be required to work overtime and the notice is subsequently withdrawn, he shall be paid meal money, but this provision shall not apply in any case where the notice has been withdrawn on the previous day or earlier.

The amount payable as meal money shall be 5s. 2d. Such allowance shall not be payable where the employer supplies a suitable meal. The standard of the meal shall be determined by agreement between the employer and the workers.

(b) Tea shall be available 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) A female worker shall not be required to lift or carry more than 30 lb in weight.

(h) Where wet conditions prevail, workers shall be provided with clogs or gumboots and waterproof aprons. Where a worker is actually engaged continuously in washing tins by hand in a tub, he shall be paid an allowance of 15s. 6d. per week.

(i) St. John first-aid medical chests or similar outfits shall be provided in convenient and accessible places 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) Two smocks, or two overalls shall be provided free annually to each full-time worker. Such clothing shall remain the property of the employer.

(l) A morning and afternoon tea break of 10 minutes shall be allowed.

Right of Access

14. The president, secretary, authorised collector, or organiser 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 14 days after such decision shall have been made known to the party desirous of appealing.

Unqualified Preference

16. (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

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 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.

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 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 relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 27th day of October 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 14th day of May 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 14th day of November 1963.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The matters referred to and settled by the Court related to the meal interval (clause 2 (b)), overtime rate on Saturday morning (clause 3 (a)), wages (clauses 4, 5 and 6), annual holidays (clause 10 (c)), claims concerning the laundering of smocks and overalls and the provision of special clothing, footwear, and gloves where required by the work, and term of award, including the operative date of wage provisions.

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 16 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.

COMMENT BY MR HEWITT

Considerable evidence disclosing widespread recognition throughout the industry of long service and disclosing many benefits to employees, was given by witnesses called on behalf of the employers. It is my opinion that the extra week's leave now granted could have unfortunate results in some establishments and I would have wished therefore in view of the evidence to see the claim struck out.