

TARANAKI, WELLINGTON, NELSON, WESTLAND, AND CANTERBURY ICE
CREAM MANUFACTURERS' EMPLOYEES—AWARD

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

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

TARANAKI INDUSTRIAL DISTRICT

Egmont Frozen Products, New Plymouth.
Nevile, Ice Cream Maker, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Adams Bruce Ltd., Wellington.
Arctic Ice Cream Co. Ltd., Pell Street, Petone.
Blue Moon Ice Cream Co., Hastings.
Byers Ice Cream Co., Palmerston North.
Clark and Millward Ltd., 136 Jackson Street, Petone.
Denne, T. C., and Co. Ltd., Waipukurau.
Elbes Products Ltd., Lower Hutt.
Frosty Jack Ice Cream Ltd., 32 Lorne Street, Wellington.
Frozen Products Ltd., Wellington.
Glacier Ice Cream Ltd., Palmerston North.
McDonald Super Ice Cream, Park Road, Miramar, Wellington.
May, T., Ice Cream Manufacturer, Taihape.
Rosco Ice Cream Co., Palmerston North.
Rush Munro Ice Cream Co., Hastings.
Super Cold Ice Cream Co., Awatoto.
Tip Top Ice Cream Co. (Wellington) Ltd., Johnsonville Road, Johnsonville, Wellington.
Woolworths, Wellington, Lower Hutt, and Hastings.

NELSON INDUSTRIAL DISTRICT

Tip Top Ice Cream Co., P.O. Box 180, Nelson.
Woolworths Ltd., Nelson.

WESTLAND INDUSTRIAL DISTRICT

Bells Super Cold Ice Cream, Greymouth.
Buller Valley Dairy Co., Westport.
Robertson, J. M., and Son, P.O. Box 131, Westport.
Westland Snowflake Ice Cream, P.O. Box 187, Greymouth.
Woolworths Ltd., 40–42 McKay Street, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Apex Ice Cream Co., P.O. Box 129, Christchurch.
 Everest Ice Cream Co. Ltd., P.O. Box 2063, Christchurch.
 Perfection Ice Cream Co. Ltd., P.O. Box 1044, Christchurch.
 Supreme Frozen Products Ltd., P.O. Box 512, Timaru.
 Timaru Ice Cream Co., 243 Stafford Street, Timaru.
 Top Notch Delicacies Ltd., 67 Peterborough Street, Christchurch.
 Ward, M. E., Waimate.
 Woolworths Ltd., 250-260 High Street, Christchurch.
 Woolworths Ltd., 734-744 Colombo Street, Christchurch.
 Woolworths Ltd., 425 Colombo Street, Sydenham Street, Christchurch.
 Woolworths Ltd., 63 Seaview Road, New Brighton.
 Woolworths Ltd., 101 Riccarton Road, Riccarton, Christchurch.
 Woolworths Ltd., Timaru.

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 on the day of the date hereof and shall continue in force until the 18th day of August 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 18th day of February 1963.

[L.S.]

A. TYNBALL, 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 cream or ices are made or processed.

A manager shall not be classified as a first-class ice cream hand, or pasteuriser, 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.

"Pasteuriser" means an operative engaged in pasteurising 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 5.30 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 6 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 day outside or in excess of the hours mentioned in clause 3 shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that not more than two male workers may be employed for up to one additional hour at time and a half for the purpose of cleaning up and provided that double rates shall be paid for all time worked 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 work overtime after 6 p.m. the employer shall either provide a meal or pay the worker 5s. 2d. 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 midday or before 6 a.m. shall be paid 4s. per shift 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	14	0	10
Pasteuriser	13	0	10
Second-hand and/or churn operator	12	15	0
Fruit preparer	12	15	0
Order dispatch man	12	15	0
General hand	12	2	6

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

(b) A general hand required to work for more than one hour continuously (excluding rest periods as provided in clause 18) in any day in the freezing rooms shall be paid 5d. per hour extra for the time so worked, including overtime, with a minimum payment of 1s. 8d. 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	11	8
17 to 18 year of age	.....	5	10	10
18 to 19 years of age	.....	6	13	4
19 to 20 years of age	.....	7	14	2
20 to 21 years of age	.....	9	0	0
Thereafter adult rates.				
Females—				
Under 17 years of age	.....	3	10	0
17 to 18 years of age	.....	4	5	0
18 to 19 years of age	.....	5	5	10
19 to 20 years of age	.....	6	6	8
20 to 21 years of age	.....	7	2	6
Thereafter	.....	8	10	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. 8½d. per hour during that period.

(f) A female worker placed in charge of other workers shall be paid an extra rate as under:

		Per Week		
		£	s.	d.
From seven to 12 workers	.....	0	13	4
Over 12 workers	.....	1	0	0

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

Part-time Workers

7. A part-time worker shall be paid an hourly wage arrived at by dividing the appropriate weekly wage by 40: Provided that no worker shall be employed for a lesser period than three hours in any one day worked.

Soft Ice Cream Section

8. The terms and conditions of this award shall apply to workers in retail shops employed for not less than 10 hours per week in the care and operation of machines for the manufacture at the point of sale of soft ice cream, known as "cream freeze", "snow freeze" or other title, subject to the following modifications:

Clause 3 (Hours of Work) and clause 6 (Wages) of this award shall not apply, and in lieu thereof the ordinary hours of work of such workers shall be the same as those which apply to assistants in the award relating to the principal business of the employer, and the minimum ordinary rate of wages for such workers shall be £10 11s. 8d. per week.

Long Service Payment

9. After two years' continuous service with the same employer, every worker shall be entitled to a service payment of 5s. 3d. per week, and after five years of continuous service with the same employer, 12s. per week above the rate prescribed in subclause (a) or (c) (female section) of clause 6 as may be applicable.

Due to the fact that this industry operates on a seasonal basis, one year's continuous service with the same employer shall mean not less than seven months' continuous service between 1 July and 30 June in the following year.

Sunday Work

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

Holidays

11. (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 subject to section 28 of the Factories Act 1946.

(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) Any worker performing work on 2 January shall be paid for the time worked at his ordinary rate of pay in addition to his ordinary weekly wage.

(f) The provisions of the Public Holidays Act 1955, which deal with holidays falling on Saturdays and Sundays, shall apply to workers subject to this award.

Annual Holidays

12. Annual holidays shall be given in accordance with the Annual Holidays Act 1944, and its amendments. 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 a section of his premises is closed, or the work of those workers is for any reason discontinued, and at the commencement of any such period any such worker has not become entitled to an annual holiday, then that worker shall not be entitled to any wages for 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 any 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.

Temporary or Casual Hands

13. Casual hands shall be paid in accordance with 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

14. An employer may require any of his employees 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

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

Term of Engagement

16. 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 48 hours' notice in writing shall be given on either side to terminate the engagement. Where the requisite notice is not given, two days' wages shall be paid or forfeited in lieu of notice. Nothing in this clause shall prevent the summary dismissal of a worker for misconduct.

General Conditions

17. (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, gumboots and/or clogs, as required by the work. Workers called upon to work in the cool-room shall be provided with suitable clothing.

(b) Towels, wash-basins, soap, and hot water shall be provided for the use of workers.

(c) Where employees are called upon to wash overalls in their own time, the employers shall allow 4s. per week for same, and the overalls shall be maintained to the satisfaction of the employer.

(d) Notwithstanding anything to the contrary in clause 16 hereof, an employer shall deduct union subscriptions on the production of an authorising order signed by the worker.

Rest Period

18. An interval not exceeding 10 minutes shall be allowed to each worker during each morning and afternoon.

First Aid Chest

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

Certificate of Service

20. 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 length of service.

Disputes

21. 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 authorised 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 14 days after such decision shall have been communicated to the party desirous of appealing.

Unqualified Preference

22. (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

23. (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

24. 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 £825 per annum exclusive of overtime.

Right of Entry

25. 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

26. 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

27. This award shall operate throughout the Taranaki, Wellington, Nelson, Westland, and Canterbury Industrial Districts.

Term of Award

28. This award shall come into force on the day of the date hereof and shall continue in force until the 18th day of August 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 18th day of February 1963.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award 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 22 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.