

NORTHERN **MARGARINE WORKERS**—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1925, and its amendments, this sixteenth day of July 1953 between the Auckland Fruit and Vegetable Preserving and Canning, Condiments, and Related Products Manufacturing Employees' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and Messrs. Abels Limited and Johnson Margarine Limited (hereinafter referred to as "the employers"), of the other part whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

Industry to Which Agreement Applies

1. This agreement shall apply to workers employed in the manufacture of margarine and associated products.

Hours of Work

2. Except where otherwise provided, the ordinary hours of work shall not exceed forty hours in any one week or eight in any one day and shall be worked between the hours of 7 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

Definition

3. For the purpose of this agreement a shift-worker shall be deemed to be a worker who is not regularly employed under the hours prescribed in clause 2 hereof.

Shifts

4. (a) Shifts may be worked as required by the employer. The ordinary hours of work for a shift-worker shall not exceed five eight-hour shifts per week which shall be worked between midnight Sunday–Monday and 8 a.m. Saturday.

(b) Each shift shall not exceed eight hours, including half an hour's crib time, and five shifts shall constitute a week's work.

(c) Workers employed on shifts shall be paid 3s. per shift in addition to their ordinary rate of pay if the shift finishes at or before midnight, and 3s. 6d. if the shift finishes after midnight but at or before 8 a.m.

(d) Any time worked in excess of or outside of the hours prescribed in subclause (a) hereof 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.

(e) This clause shall apply only where shifts are worked on five or more consecutive days. The eight-hour shift shall not be broken except for meals.

This subclause shall not apply to a day-worker relieving a shift-worker during a temporary absence.

Wages

5. (a) *Adults*: The minimum rate of wages for adult male workers shall be £9 14s. per week.

(b) *Youths*: Youths may be employed at not less than the following rates of wages:—

	Per Week.		
	£	s.	d.
Under 16 years of age	3	7	7
From 16 to 16½ years of age	3	14	7
From 16½ to 17 years of age	4	0	11
From 17 to 17½ years of age	4	12	3
From 17½ to 18 years of age	5	3	9
From 18 to 19 years of age	5	15	9
From 19 to 20 years of age	6	11	6
Thereafter at the rates prescribed for adults.			

(c) *Females*: Females may be employed at not less than the following rates of wages:—

	Per Week		
	£	s.	d.
For the first six months	3	17	10
For the second six months	4	4	9
For the third six months	4	12	3

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

		Per Week		
		£	s.	d.
From 19 to 20 years of age	5	6	6
Thereafter	5	19	0

Payment of Wages

6. (a) Wages shall be paid weekly and in the employer's time on the regular pay day, which shall be not later than Thursday, or on a day to be mutually arranged between the employer and employees.

(b) When a worker is discharged or leaves a job, he shall be paid without delay.

Overtime

7. (a) All time worked outside of or in excess of the hours fixed in clause 2 hereof 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 shall be computed on a daily basis.

(b) Time worked on Saturday 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, provided that time worked after 12 noon on Saturdays shall be paid for at the rate of double time.

(c) A minimum of four hours shall be paid for Saturday work.

(d) Any time worked in excess of five hours without an interval of half an hour for a meal shall be paid for at overtime rates.

(e) When it is necessary that overtime shall be worked, preference shall be given to the Company's regular employees covered by this agreement.

(f) Nothing in this clause shall apply to shift-workers.

Holidays

8. (a) The following holidays shall be allowed without deduction from wages: New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary Day.

(b) Time worked on a Sunday or on any of the holidays mentioned in subclause (a) hereof shall be paid for in accordance with the provisions of the Factories Act, 1946. Shift-workers shall be paid at this rate also for all work done on any of the above-mentioned days.

(c) In the event of a holiday, other than Anzac Day, falling on a Saturday or Sunday, such holiday shall be observed on the succeeding Monday or Tuesday, and in the event of any other holiday falling on such Monday, such holiday shall be observed on the succeeding Tuesday.

(d) When a holiday, other than Anzac Day, falls on a shift-worker's day off, he shall be paid eight hours' pay at ordinary rates in addition to his weekly wage for that day.

Annual Holidays

9. (a) The provisions of the Annual Holidays Act, 1944, and its amendments, shall apply to workers covered by this agreement, provided, however, that after ten years' continuous service with the same employer the period of annual holiday shall be three weeks: Provided further that regular shift-workers, after twelve months' continuous service as such shall be granted three weeks' annual holiday on ordinary pay as defined in the Annual Holidays Act 1944.

(b) Any worker who is employed for less than twelve months as a 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 shift-workers.

Accident

10. A modern first-aid emergency case, fully equipped, shall be kept by the employer in a convenient and accessible place.

Meal-money

11. (a) The employer shall provide a meal or allow meal-money at the rate of 3s. 6d. per meal when the worker is called upon to work three hours or longer after his usual daily time of knocking-off.

(b) Except in the case of shift-workers, a worker shall not work continuously for more than five hours without being allowed not less than half an hour for a meal.

General Provisions

12. (a) No deduction shall be made from the wages specified herein except for time lost by reason of the default of the worker, or by reason of his illness, or of any accident suffered by him.

(b) One week's notice of the termination of employment shall be given by either party, but nothing herein contained shall prevent the employer from summarily dismissing a worker for misconduct.

(c) An interval of ten minutes shall be allowed each morning and afternoon without deduction of pay, and in the case of shift-workers, two paid breaks of ten minutes shall be allowed each shift, provided that where unavoidable there shall be no cessation of work.

(d) At the commencement of employment the employer shall provide the employee with one set of working clothing and one pair of boots or gum boots, suitable to the nature of the work. Thereafter the employer shall provide the employee with one set of working-clothing and one pair of boots or gum boots each six months. The clothing and boots issued shall remain the property of the employer.

(e) Workers handling caustic and sulphuric acid shall be provided with gloves and glasses whilst so employed.

(f) Dining room, washing room, and change room shall be provided in accordance with the Factories Act, 1946, and its amendments.

(g) Men employed in the yard or working outside shall be provided with waterproof coats in wet weather.

(h) No female shall be required to lift packages over 40 lb. in weight. No male under eighteen years of age shall be required to lift packages over 70 lb. in weight.

(i) Workers employed in the press-room and workers shovelling margarine flakes shall receive 5s. per week above the rates prescribed in clause 5 (a).

(j) To enable employees to do repairs to the boots issued, the employer shall provide the following facilities, namely: boot-last, hammer, hobnails, and heel-plates.

(k) Extra lockers for the safe keeping of greasy working clothes shall be supplied to each worker.

Disputes

13. The essence of this agreement 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 agreement, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this agreement, every such dispute or difference 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.

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 fourteen days after such decision shall have been communicated to the party desiring to appeal.

Access to Factory

14. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (whose consent shall not be unreasonably withheld), be entitled to enter at all reasonable times on the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Exemptions

15. This agreement shall not apply to any worker who is paid at a rate in excess of £600 per annum, excluding overtime and special payments, or to the laboratory staff.

Workers to be Members of Union

16. (a) All adult workers covered by the provisions of this agreement shall become and remain members of the Auckland Fruit and Vegetable Preserving and Canning, Condiments, and Related Products Manufacturing Employees' Industrial Union of Workers.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen 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 agreement for workers of the age of twenty-one years and upwards shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of the union by the operation of the foregoing provisions fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this agreement, and shall be liable accordingly.

NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act 1936, which gives to workers the right to join the union.

Under-rate Workers

17. Court's usual clause.

Scope of Agreement

18. This agreement shall operate throughout the Northern Industrial District.

Term of Agreement

19. This agreement shall be deemed to have come into force on the 5th July 1953 and it shall continue in force until the 5th July 1954.

In witness whereof the parties hereto have executed these presents on the day and year first above written.

Signed for and on behalf of Messrs. Abels Limited :

S. H. ABEL, Director.
E. HOBBS, Director.

Witness to the above signatures : D. Fairgray, Company Secretary, Auckland.

Signed for and on behalf of Messrs. Johnson Margarine Limited :

A. R. MARTIN, Director.
M. JOHNSON, Secretary.

Witness to the above signatures : D. Fairgray, Company Secretary, Auckland.

Signed for and on behalf of the Auckland Fruit and Vegetable Preserving and Canning, Condiments, and Related Products Manufacturing Employees' Industrial Union of Workers :

B. BRAY.
VICTOR G. NUGENT.

Witness to the above signatures : Frederick Whittle.