

SANITARIUM HEALTH FOOD COMPANY WORKERS.—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1925, this 12th day of May, 1954, between the Australian Conference Association Ltd., (trading as Sanitarium Health Food Company) (hereinafter called the "employer"), and the Wellington, Canterbury, Taranaki, Marlborough and Nelson Grocers, Sundries, Chemical, and Related Products Factory Employees Industrial Workers (hereinafter called the "union") whereby it is mutually agreed by and between the said parties as set out in the following schedule:

Application of Agreement

1. This agreement shall apply to the workers employed by the Australian Conference Association Ltd., trading as Sanitarium Health Food Company, Longburn, Palmerston North in receiving, preparation, assembling, manufacture, packing and despatching of Weetbix and other products manufactured or handled by the company.

Hours of Work

2. (a) The hours of work shall be between 7 a.m. and 6 p.m. but shall not exceed forty hours in a week or eight hours in one day without payment of overtime.

This clause may be varied however by arrangements with the union.

(b) Shifts may be worked. The ordinary hours of work for shift-workers shall not exceed five shifts in a week, and not more than eight consecutive hours shall be worked in a shift, which shall include twenty minutes' crib-time.

(c) Workers whilst employed on shifts wholly or partially outside the ordinary daily hours as set out in clause 2 (a) hereof shall be paid 3s. 6d. per shift in addition to the rates of wages set out in clause 4 of the agreement.

(d) Workers whose normal hours of work commence before 7 a.m. or finish after 6 p.m. on three or more consecutive days shall be deemed to be shift-workers.

Overtime

3. (a) All work performed by day workers outside of or in excess of the daily hours prescribed 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.

(b) All work performed by shift-workers in excess of eight hours on any day 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.

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

Wages

4. The following shall be the minimum rates of wages.

Per Hour.
s. d.

| | | | | |
|----------------------------------|-------|-------|---|----|
| (a) Adult males ..... | ..... | ..... | 4 | 6½ |
| (b) Man in charge of shift ..... | ..... | ..... | 4 | 9½ |
| (c) Youths— | | | | |
| Under 17 years of age ..... | ..... | ..... | 1 | 6 |
| 17 to 18 year of age ..... | ..... | ..... | 2 | 0 |
| 18 to 19 years of age ..... | ..... | ..... | 2 | 6 |
| 19 to 20 years of age ..... | ..... | ..... | 3 | 0 |
| 20 to 21 years of age ..... | ..... | ..... | 3 | 6 |
| Thereafter at adult rate. | | | | |

(d) Females—

| | | | s. | d. |
|--------------------------|-------|-------|-----------|----|
| | | | Per Hour. | |
| Under 17 years of age | ..... | ..... | 1 | 6 |
| 17 to 18 years of age | ..... | ..... | 1 | 9 |
| 18 to 19 years of age | ..... | ..... | 2 | 0 |
| 19 to 20 years of age | ..... | ..... | 2 | 3 |
| 20 to 21 years of age | ..... | ..... | 2 | 6 |
| Thereafter 3s. per hour. | | | | |

(e) Workers may be employed on a part-time basis by mutual agreement.

Increase in Rates of Remuneration

The rates of remuneration determined by this agreement shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilization Regulations 1953 and dated the 19th day of November, 1953.

(EXPLANATORY NOTE.—The general order of the 19th November, 1953, increased rates of remuneration determined by awards and industrial agreements by an amount equal to 10 per cent thereof, but excluded from the scope of the increase—

- (1) Such portion of the remuneration of each worker in each week as exceeded the amount of £12 in the case of adult male workers, the amount of £9 in the case of adult female workers, and the amount of £7 in the case of male and female workers under the age of 21 years; and
- (2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term “remuneration” means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission and any other emolument, whether in one sum or several sums, and also includes travelling expenses. This definition applies only where the rates of remuneration are determined by the agreement.)

Holidays

5. (a) The following shall be recognized as holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, the birthday of the reigning Sovereign, Anniversary Day or Show Day, or a day in lieu thereof.

(b) Should any of the above holidays, except Anzac Day, fall on a Saturday or a Sunday, then for the purpose of this agreement it shall be observed on the following Monday.

(c) Any work done between 8 p.m. Friday and 12 p.m. Sunday, or any of the above-mentioned holidays or holidays observed in lieu thereof, shall be paid at double time rates.

(d) In the event of any of the above holidays except Anzac Day falling on a Saturday, Sunday, or Monday, the holiday may be observed on a Friday if the Employer so desires.

Annual Holidays

6. The provisions of the Annual Holiday Act, 1944 shall apply to workers covered by the agreement.

Termination of Employment

7. Not less than forty-eight hours' notice shall be given by either party of the termination of the engagement, but nothing in the clause shall prevent an employer from summarily dismissing any worker for misconduct, or the worker leaving if unfairly treated.

General Conditions

8. (a) When workers are required to work overtime on any day for more than one hour beyond the normal time of ceasing work, the employer shall provide a meal or pay each of such workers 3s. 6d. to enable him or her to obtain a meal, unless such worker has been notified before noon on the day on which overtime is to be worked that he or she shall be required to work overtime; provided that when such notice has been given and the worker's services are not required, he or she shall receive the meal allowance.

(b) Boiling water shall be supplied for meals.

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

(d) Boys under sixteen years of age shall not handle more than 56 lb.

Executives

9. This agreement shall not apply to executive officers.

Payment of Wages

10. Wages shall be paid weekly, in the employer's time.

Meal Hours

11. Not less than three-quarters of an hour shall be allowed for midday meals.

Accommodation

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

First Aid Kits

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

Disputes

14. 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 specifically dealt with in this agreement, every such dispute or difference as the same shall arise shall be referred to a committee 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 against a

decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Right of Entry Upon Premises

15. The secretary or other authorized 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 worker, but not so as to interfere unreasonably with the employers' business.

Under-rate Workers

16. (a) Any worker who considers himself incapable of earning the minimum wage fixed by the agreement 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 the 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 fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wages again fixed in the manner prescribed by the 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.

Membership

17. During any year in which the employees of the company are not actually members of the union, the employer will arrange for donations to be paid to the union of an amount that would approximately equal the amount that would be paid if the employees were members of the union.

Term of Agreement

18. This agreement shall come into operation on the 31st May, 1954 and shall continue in operation until 31st May, 1955.

Signed on behalf of the union—

L. GLOVER, Secretary.

Signed on behalf of the employer—

C. F. THRIFT, Manager.