

**THE NESTLE' CO. (NEW ZEALAND) LTD. EMPLOYEES—INDUSTRIAL AGREEMENT***[Filed in the Office of the Clerk of Awards, Dunedin]*

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this the 12th day of August 1958, between the Southland Milk Condensing Factories Employees' Industrial Union of Workers, hereinafter called the "employees" and the Nestle' Co. (New Zealand) Ltd., hereinafter called the "employers" of the other part whereby it is mutually agreed by and between the parties as follows:

## SCHEDULE

*Industry to Which Agreement Applies*

1. This agreement shall apply to the manufacturing undertaking carried on by the Nestle' Co. (New Zealand) Ltd. at Underwood, and to all workers except those hereinafter exempted employed in connection with that undertaking.

*Hours of Work*

2. (a) *Adult Males*—Except as hereinafter provided the ordinary hours of work for adult males shall be 40 per week, to be worked between the hours of 7 a.m. and 5 p.m. Monday to Friday both days inclusive. Shifts of not more than eight hours may be worked when necessary and workers engaged on any shift any portion of which is outside the regular clock hours of 7 a.m. to 5 p.m. shall be paid 3s. 6d. per shift in addition to the schedule rate of wages.

(b) *Females and Youths*—The ordinary hours of work for females and youths shall be 40 per week to be worked between the hours of 8 a.m. and 5 p.m. Monday to Friday both days inclusive.

*Wages*

3. (a) *Adult Males*—Per week of 40 hours as specified in clause 2 (a) hereof:

	Per Week		
	£	s.	d.
Vacuum pan finishing testers .....	11	0	0
Worker in charge of S.C.M. filling room .....	11	0	0
Vacuum pan operators .....	10	8	6
Senior laboratory assistants .....	10	8	6
Grader on milk receiving stage .....	10	8	6
Worker in charge milk receiving stage .....	10	8	6
Worker in charge clarifiers and separators .....	10	8	6
Worker in charge coolers and storage room .....	10	8	6
Worker in charge cased goods store .....	10	8	6
Worker in charge vacuum ovens and Milo department .....	10	8	6
Worker in charge sterilising department .....	10	8	6
All other workers in or about the factory .....	9	15	6

(b) *Youths*—Subject to the provisions of section 34 of the Factories Act 1946, youths may be employed at not less than the following rates of wages:

	Per Week		
	£	s.	d.
Under 16 years of age .....	2	17	6
16 to 16½ years of age .....	3	6	6
16½ to 17 years of age .....	3	15	0
17 to 17½ years of age .....	4	4	0
17½ to 18 years of age .....	4	13	6
18 to 19 years of age .....	5	10	6
19 to 20 years of age .....	6	12	0

Thereafter the rate prescribed for adults.

(c) *Females*—Subject to the provisions of section 34 of the Factories Act 1946, females may be employed at not less than the following rates of wages:

	Per Week		
	£	s.	d.
Under 16 years of age .....	2	12	0
16 to 16½ years of age .....	3	0	6
16½ to 17 years of age .....	3	9	6
17 to 17½ years of age .....	3	18	6
17½ to 18 years of age .....	4	7	0
18 to 19 years of age .....	4	13	6
19 to 20 years of age .....	5	3	0
20 to 21 years of age .....	5	11	6
Over 21 years of age .....	6	4	6

Female workers working on steam vacuum pans and female laboratory assistants shall be paid 5s. 9d. per week in addition to their ordinary wages.

(d) Firemen, canister-makers metal workers' assistants, tinsmiths and painters shall be paid the rates of wages prescribed in the respective agreements covering such workers for the time-being in force in the district in which they are employed but shall otherwise be bound by the provisions of this agreement.

#### *Casual Labour*

4. The rate for casual workers shall be not less than 5s. per hour. A casual worker is a worker employed for less than a week.

#### *Increase in Rates of Remuneration*

5. (a) The rates of remuneration determined by this agreement shall be increased by an amount equal to 18 per cent thereof in accordance with the general order of the Court made under the Economic Stabilisation Regulations 1953 and dated the 26th day of October 1956: Provided there shall be excluded from the scope of this clause such portion of the remuneration in each week as exceeds the amount of £13 in the case of adult workers, and the amount of £7 10s. in the case of workers under the age of 21 years.

(b) The increase provided for by this clause shall apply to the unexcluded portion of the prescribed minimum remuneration of each worker.

(c) For the purpose of this clause "remuneration" means salary or wages; and includes allowances, fees, commission, and every other emolument, whether in one sum or several sums; and also includes travelling expenses.

#### *Overtime*

6. (a) Except where otherwise provided all work done outside or in excess of the hours prescribed in this agreement shall be paid for at the rate of time and a half for the first three hours and double time thereafter calculations to be on a daily basis.

(b) For the time worked on Sundays workers shall be paid double rates of wages.

(c) In the event of any worker having to work on more than seven consecutive days, he shall be paid for the eighth day double ordinary rates of pay.

#### *Holidays*

7. (a) Every worker covered by this agreement shall be allowed the following holidays without deduction from wages: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day or another day in lieu thereof.

(b) The provisions of the Public Holidays Act 1910, and its' amendments shall apply in respect of holidays which fall on Saturdays or Sundays.

(c) Any work performed on any of the above holidays shall be paid for at double time rates. Such payment shall be in addition to the ordinary weekly wage.

(d) In addition to the above holidays workers covered by the agreement shall be granted two weeks' holiday on full pay after each year of service: Provided that a worker leaving his employment or being dismissed at any time shall be entitled to equivalent of pay proportionate to the time he has served.

(e) Workers engaged continuously throughout the season on night shift work shall be allowed three weeks' holiday instead of two weeks as prescribed above: Such holidays shall be taken during the period known as the off season, and at a time fixed by the employer.

(f) The provisions of the Factories Act 1946, relating to payment for statutory holidays shall apply to workers coming within the scope of this agreement.

(g) Each worker shall be given seven days' notice of when his annual holiday shall commence and his holiday pay shall be paid in advance.

#### *Deduction of Wages*

8. No deduction shall be made from the weekly wages provided herein for any cause save for time lost through the workers' own default sickness, or accident to the worker.

#### *Time and Wages Book*

9. The employer shall keep a time and wages book as required by the Factories Act.

#### *Payment of Wages*

10. Wages shall be paid at the Factory at not more than fortnightly intervals and not later than 5 p.m. on Wednesday of each fortnight.

#### *Meal Time*

11. No worker shall be required to work more than five hours continuously without a meal, the time allowed for same to be not less than half an hour. In the case of workers being required to work before 7 a.m. or after 6 p.m. half an hour shall be allowed for a meal without deduction. Workers who are required to work overtime after 6 p.m. shall be paid a meal allowance of 3s. 6d. Workers other than shift workers who commence before 7 a.m. shall be paid the meal allowance.

#### *Change of Duties*

12. Any worker doing the work usually done by a worker on a higher rate of wages shall be paid such higher rate while he is so employed.

#### *Rest Period*

13. For day workers a rest period of 10 minutes shall be allowed each morning and afternoon. Workers employed for more than two and a half hours consecutively on overtime shall be allowed a 10 minute rest at the end of each two consecutive hours. Shift workers shall be allowed two rest periods of 10 minutes in each shift in addition to half an hour crib-time.

#### *Termination of Employment*

14. In the case of workers other than casual hands, a week's notice in writing of dismissal or resignation shall be given by the employer or the worker. Where the employment is terminated without the requisite notice one week's wages shall be paid or forfeited as the case may be. This, however, shall not prevent the summary dismissal of a worker for wilful misconduct.

#### *First-aid Outfit*

15. The employer shall provide a modern first-aid emergency case, fully equipped which shall be kept in a place convenient to both day and night workers and a case shall be kept in the malted milk department.

### *General Conditions*

16. (a) Boiling water shall be provided for meals.

(b) Provisions for dressing-rooms, meal-rooms, lockers, or locker-room shall be in accordance with the requirements of the Inspector of Factories. A dressing-room handy to workers at night time on pans shall be provided.

(c) Wash basins with hot and cold water shall be provided for the workers by the employer.

(d) All workers employed in wet positions shall be supplied by the employer with suitable aprons free, which shall remain the property of the employer. Workers required to clean boilers, brine tanks, and gasometers shall be provided with overalls, and shall be paid 2s. 3d. per day dirt money in addition to the schedule rate of wages.

(e) Washers on vacuum pans shall be paid 1s. 9d. per pan in addition to the ordinary weekly wage but in the case of the larger pans, if done by one man he shall be paid 3s. 6d. additional.

(f) Where workers are required to wear clothing other than their usual clothing, the same shall be supplied by the employer and kept clean and in repair by the employer.

(g) Workers employed in the tin shop shall be supplied with overalls.

(h) Should any worker be in receipt of higher remuneration than stated in this agreement he shall not have his wages reduced through the coming into force of this agreement.

### *Exemptions*

17. Nothing in this agreement shall apply to managers, foremen, chemists, clerical workers, or motor or horse drivers.

### *Matters Not Provided For*

18. Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer concerned 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, who may either decide 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 desiring to appeal.

### *Right of Entry*

19. 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 interview workers during their working hours, but not so as to interfere unreasonably with the employers business.

### *Workers to be Members of the Union*

20. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act 1936, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purpose of sub-clause (a) of this clause a person of the age of 18 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 21 years and upwards shall be deemed to be an adult.

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

(d) Subject to the preceding sub-clauses: On the last pay day in each of the months of September, January and May, the company shall deduct as union fees the sum of 10s. from male adults, and 6s. 8d. from female adults covered by clause 3 of this agreement and forward the money to the union together with a list of employees from whom such deductions have been made.

(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*

21. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this 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 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 the employer before employing a worker at such lower wage to examine the permit or agreement by which such wage is fixed.

#### *Scope of Agreement*

22. This agreement shall apply only to the parties herein.

#### *Term of Agreement*

23. This agreement 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 12th day of August 1958, and so far as all other provisions are concerned it shall come into force on the date of the day hereof; and this agreement shall continue in force until the 30th June 1959.

Signed on behalf of the Southland Milk Condensing Factories Employees' Industrial Union of Workers, this; the 12th day of August 1958—

G. E. DAWSON, President.  
D. HARRIS, Secretary.

Signed on behalf of the Nestle' Company (New Zealand) Ltd. on this day of 12th August 1958—

H. A. LAMB, Manager.