

**KRAFT FOODS EMPLOYEES—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 1954, and its amendments, this 1st day of November 1961 between the Northern Industrial District 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 Kraft Foods Ltd. (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 and stipulations, and provisions, but shall in all respects abide by and perform the same.

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SCHEDULE

*Industry to Which Agreement Applies*

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

*Hours of Work*

2. Except where otherwise provided, the ordinary hours of work shall not exceed 40 hours in any one week or eight in any one day and shall be worked between the hours of 7.30 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 which shall be worked from Monday to Friday of each week.

(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 4s. 3d. per shift in addition to their ordinary rate of pay if the shift finishes at or before midnight, and 5s. 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. Time worked on Saturdays shall be paid for at the rate of time and half for the first three 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 sub-clause shall not apply to a day-worker relieving a shift-worker during a temporary absence.

(f) When there is no work available on shift-work the employer may by agreement transfer shift-workers to work in accordance with the provisions of clause 2 of this agreement: Provided however, that one week's notice is given before such transfer takes place and that workers so transferred shall have priority when shift-work is recommenced.

#### *Wages*

5. (a) *Males*—The minimum rate of wages for male workers shall be £13 7s. 6d. per week.

(b) A worker appointed a working foreman by the employer to take charge and supervise the work of other workers shall be paid not less than 21s. 6d. per week in addition to the above rates.

(c) *Females*—Females may be employed at not less than £8 11s. 8d. per week.

(d) A female worker appointed a forewoman by the employer and whose duty it is to take charge and supervise the work of other workers shall be paid not less than 10s. 11d. per week in addition to the above rates.

#### *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 the employees.

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

(c) All wages shall be itemised in or on the pay envelope and shall state ordinary time worked, overtime hours, and special payments, less deductions. The record shall be clearly written in ink, typed, copied or stamped.

#### *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 three 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 three 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) Where 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 a deduction from wages: 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.

(b) Time worked on any of the holidays mentioned in sub-clause (a) hereof shall be paid for at double time rates in addition to the ordinary payment. Shift-workers shall be paid at this rate also for all work done on any of the above mentioned days. All time worked on Sundays shall be paid at double rates.

(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 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-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.

#### *Sick Leave*

10. The provisions of Kraft Foods' sick leave scheme shall apply to all workers covered by this agreement.

#### *Accidents*

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

#### *Meal Money*

12. (a) The employer shall provide a meal or allow meal-money at the rate of 5s. per meal when a worker is called upon to work overtime after 6 p.m. each day or after 12.30 p.m. Saturday or Sunday.

(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.

#### *Transport*

13. Workers required to work after the cessation or before the commencement of public wheeled transport shall be supplied with transport or at the option of the employer be paid 10s. per week extra.

#### *General Provisions*

14. (a) No deduction shall be made from the wages specified herein except for time lost by reason of default of the worker, or by reason of his illness, or 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 10 minutes shall be allowed each morning and afternoon without deduction of pay, and in the case of shift-workers, two paid breaks of 10 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 clothes, including hats, and one pair of boots - including safety 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, or at closer periods if considered necessary by the employer. The clothing and boots issued shall remain the property of the employer.

(e) A laundry allowance of 1s. 6d. per worker per week shall be allowed.

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

(g) Boiling water shall be supplied for meals.

(h) Where necessary, workers shall be supplied with suitable gloves in accordance with the nature of the work.

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

(j) Waterproof aprons shall be provided where it is necessary to prevent the workers clothes becoming wet or damp.

(k) Accommodation and facilities shall be provided in accordance with the provisions of the Factories Act.

(l) The lunch room provided shall be kept clean and adequately heated by the employer.

(m) No worker shall be called upon to handle or truck any package exceeding 3 cwt in weight without the assistance of another worker.

(n) Each female worker shall be supplied with one smock for the first month of employment and thereafter with an additional smock if necessary.

(o) No individual worker shall be required to carry any goods exceeding 112 lb in weight.

(p) Workers shall be allowed five minutes washing and changing time before the cessation of work for the day.

(q) Lockers for the safe keeping of clothes shall be supplied to each worker.

(r) Where required appropriate extra clothing shall be supplied to workers in accordance with the conditions of the particular job.

#### *Part-time Workers*

15. (a) The minimum rate of pay for female part-time workers shall be 5s. 5½d. per hour.

(b) A part-time worker is a worker who is employed for not more than 28 hours in one week.

#### *Disputes*

16. 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 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 14 days after such a decision shall have been communicated to the party desiring to appeal.

#### *Access to Factory*

17. The secretary or other authorised 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.

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

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

(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 19 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 other officer or representative of the union, commits a breach of this agreement, and shall be liable accordingly.

NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.

#### *Under-rate Workers*

19. (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 as 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 arguments as the union and workers 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 fixed again 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 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*

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

#### *Term of Agreement*

21. This agreement shall come into force on the 1st day of November 1961 and continue in force until the 31st day of October 1963.

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

Signed for and on behalf of Kraft Foods Ltd.:

P. C. JOYCE.

Witness to the above signature—W. G. Scott.

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

THOS. E. SKINNER.

Witness to the above signature—N. Finch.