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NORTHERN INDUSTRIAL DISTRICT INSTANT COFFEE 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 1954, and its amendments, this 13th day of December 1962 between the Northern 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 Bushells 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, 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 by Messrs Bushells Ltd. in the manufacture of instant coffee.

##### *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 agreed with the employer and the union. Not more than five shifts of eight consecutive hours shall be worked in any one week without payment of overtime.

- (i) Where practicable, the days off each week shall be arranged to fall consecutively.
- (ii) Shift workers employed on Saturday or Sunday as part of the ordinary week shall be paid the following penal rates in addition to the ordinary wage prescribed herein (a) before noon on Saturday half ordinary time rate, and (b), after noon on Saturday, and on Sunday ordinary time rate.

For all time worked on award holidays double the ordinary rate shall be paid in addition to the ordinary wages prescribed herein.

- (iii) In no case shall the total payment for time worked on a holiday prescribed in subclause (a) of clause 8 exceed double time in addition to a worker's ordinary weekly wage.
- (iv) When a holiday allowed to the Monday to Friday workers under this award falls on a shift worker's rostered day off he shall be paid an ordinary day's wage or allowed a day off in lieu of such holiday: Provided that time paid for under this provision shall not be counted as time worked when computing overtime.
- (v) Workers engaged on afternoon or night shifts shall be paid 5s. per shift extra.

(b) Workers employed on rotating shift work shall be allowed three weeks' annual leave in lieu of provision for holidays in subclause (e) of clause 8. A worker completing less than one year on rotating shifts shall be paid *pro rata* for such period.

(c) Any worker required to work on shifts for less than five consecutive shifts shall be paid overtime rates as provided in clause 7 hereof.

(d) Where a worker commences a working week on any of the usual three starting times and is switched to another shift he shall be paid overtime rates for the first shift of eight hours thereafter. The provisions of this subclause shall not apply in the case of an employer requiring a worker to switch a weekly shift: Provided the worker is notified thereof before the end of the working week.

(e) In the case of shift workers, overtime shall only be paid after eight hours and shall then be paid for at the rate of time and a half for the first three hours and double time thereafter.

A shift worker who is required to work overtime which extends beyond any of his usual meal periods shall either be provided with a suitable meal or be paid an allowance of 5s. in respect of any such period.

#### *Wages*

5. (a) The minimum rate of wages for day workers shall be £13 10s. per week.

(b) Workers employed in the powder-room shall be paid a minimum of £14 7s. 6d. per week.

(c) The minimum rate of wages for all other workers employed on shift work shall be £14 15s. per week.

(d) *Leading Hands:* The minimum rate of wages for a leading hand shall be £15 14s. 6d. per week. A leading hand is a worker appointed to take charge of other workers and/or is in charge.

#### *Payment of Wages*

6. (a) Wages shall be paid weekly and in the employer's time on a 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 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) 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, 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 the workers covered by this agreement, Provided however, that after 10 years' continuous service with the same employer the period of annual holiday shall be three weeks, provided further that regular 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 and its amendments.

(b) Any worker who is employed for less than 12 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.

#### *Accidents*

10. A modern first-aid 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 5s. per meal when the worker is called upon to work after 6 p.m. each day. This sub-clause does not apply to shift workers.

(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 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 working clothing and boots or gum-boots, suitable to the nature of the work. Overalls shall be laundered and kept in good repair by the employer. The clothing and boots issue shall remain the property of the employer.

The provisions of the above clause shall be left to the discretion of the employer in regard to workers engaged for a period of two weeks or less.

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

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

### *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 14 days after such decision shall have been communicated to the party desiring to appeal.

### *Access to Factory*

14. 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*

15. (a) It shall be a condition of the engagement for or continuance in employment of any adult person (except a person who has been duly exempted from membership of an industrial union under the Industrial Conciliation and Arbitration Act 1954) in any position or employment covered by this agreement that such person shall be a member of the Northern Fruit and Vegetable Preserving, and Canning, Condiments, and Related Products Manufacturing Employees' Industrial Union of Workers or shall become a member of such union within seven days of the date of his being requested to do so by his employer or by any officer or representative of such a union.

(b) Any worker who is required to join a union of workers covered by this agreement, and who is not of general bad character, shall be entitled to be admitted to membership of the union and to remain a member thereof and enjoy the privileges of membership of the union so long as he complies with the rules of the union.

(c) For the purpose of sub-clause (a) of this clause, a person of the age of 18 years of age 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.

(d) Every person whose employment is conditional upon his being or becoming a member of any union by the operation of the foregoing provisions and who fails to continue as or to become within the time specified a member of that union shall be deemed to have broken his contract of service with his employer, and no such person shall continue or be continued in such employment for more than one week after the employer has been notified in writing by the union that he has failed to become or has ceased to be a member of the union.

*Under-rate Workers*

16. Court's usual clause.

*Scope of Agreement*

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

*Term of Agreement*

18. This agreement shall come into force on the 1st day of February 1963 and shall remain in force until the 31st day of January 1964.

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 Bushells Ltd.:

N. W. JONES, Manager.

Witness to the above signatures—N. G. Hayden.

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

THOS. E. SKINNER, Secretary.

Witness to the above signatures—D. C. Pratt.

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