

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 1954, and its amendments, this 26th day of March 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 Abels Ltd. and Johnson Margarine 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 in the manufacture of margarine 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 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

Definitions

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 shall 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 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 5s. per shift in addition to their ordinary rate of pay if the shift finishes at or before midnight, and 5s. 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 sub-clause (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 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) *Adults*: The minimum rate of wages for adult male workers shall be £14 7s. 6d. per week.

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

		Per Week		
		£	s.	d.
From 16 to 16½ years of age	7	5	6
From 16½ to 17 years of age	7	14	0
From 17 to 17½ years of age	8	9	9
From 17½ to 18 years of age	9	6	4
From 18 to 19 years of age	10	1	9
Thereafter at the rates prescribed for adults.				

(c) *Leading Hands*: The minimum rate of wages for a leading hand shall be £15 2s. per week. A leading hand is a worker appointed to take charge of other workers and/or is in charge of the following machines: Votator, Doering, Werner, Bulk Packer and oil expellers.

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

	Per Week		
	£	s.	d.
For the first six months	7	9	6
For the second six months	7	19	6
For the third six months	8	9	9
Provided that on attaining eighteen years of age, not less than the rate prescribed for that age shall be paid.			
From 18 to 19 years of age	9	8	7
Thereafter	10	6	6

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 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 twelve 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, 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 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.

Long Service Payment

9. In respect of each and every complete calendar year of service rendered to the employer by a worker there shall be paid by the employer to every such worker a "Service Bonus" calculated at the rate of £1 for each complete year of such service.

Annual Holidays

10. (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.

Absence from Work on Account of Illness or Accident

11. Any worker having completed one year's employment with the employer and whose absence from work is due to illness or an accident (not covered under the Workers' Compensation Act) shall upon production to the employer of a certificate from a medical practitioner in that behalf, be paid in respect to the first week of any illness or accident, his ordinary wages up to but not exceeding in respect of any one calendar year the value of 40 (forty) hours' ordinary working time; provided always that nothing herein shall be deemed to apply to any case where in respect of any such absence from work a worker could receive financial assistance for that week from the social security fund.

Accidents

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

Meal Money

13. (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

14. (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 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, or at closer periods if necessary. The clothing and boots issued 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) 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 18 years of age shall be required to lift packages over 70 lb in weight.

(i) Workers employed in the press-room shall receive 5s. per week above the rates prescribed in clause 5.

(j) Workers employed shovelling margarine flakes shall receive 7s. 6d. per week above the rates prescribed in clause 5.

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

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

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

(n) Men employed hand-loading the bulk packer shall be paid 5s. per week in addition to their ordinary rate.

Disputes

15. 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

16. 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.

Exemptions

17. This agreement shall not apply to salaried foremen or to the laboratory staff.

Workers to be Members of the Union

18. (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 union of workers bound by this agreement 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

19. Court's usual clause.

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 26th day of March 1962 and shall remain in force until the 25th day of March 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 Abels Ltd.:

S. ABEL, Director.
D. FAIRGRAY, Director.

Witness to the above signatures—J. Battley.

Signed for and on behalf of Johnson Margarine Ltd.:

C. P. MARTIN, Director.
M. JOHNSON, Director.

Witness to the above signatures—T. R. Elmsly.

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

T. E. SKINNER.
R. W. KENNEDY.

Witness to the above signatures—W. J. Archibald.