
**THE NESTLE CO. (NEW ZEALAND) LTD., PAPATOETOE 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, this 1st day of March 1963, between the Auckland Biscuit and Confectionery and Related Products Employees Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Nestle Co. (New Zealand) Ltd. (hereinafter called "the employer"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

1. That the terms, conditions, stipulations, and provisions contained and set out in the Schedule hereto shall be binding upon the parties hereto, and they shall be deemed to be and are hereby declared to form part of this agreement.

2. That 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 the manufacturing undertaking carried on by the Nestle Co. (New Zealand) Ltd. at Papatoetoe.

Hours of Work

2. (a) The ordinary hours of work shall be 40 per week, which shall be worked on five days, Monday to Friday, both days inclusive.

(b) The ordinary hours for day workers shall be not more than eight to be worked between the hours of 7.30 a.m. and 5 p.m.

Shifts

3. (a) Not more than five shifts of eight consecutive hours shall be worked in any one week without payment for overtime.

(i) The ordinary hours of work shall be fixed by roster and shall not be departed from except in the case of emergency.

(ii) Where practicable, the days off each week shall be arranged to fall consecutively.

(iii) 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 the holidays listed in clause 10, double the ordinary rate shall be paid in addition to the ordinary wages prescribed herein.

(iv) In no case shall the total payment for time worked on a holiday prescribed in subclause (a) of clause 10 exceed double time in addition to a worker's ordinary weekly wage.

(v) When a holiday allowed to the Monday to Friday workers under this agreement 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.

(vi) Workers engaged on afternoon or night shifts shall be paid 5s. 2d. per shift extra.

An afternoon shift means any shift commencing after 12 noon and finishing at or before midnight, and a night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

(b) Any worker required to work on shifts for less than five consecutive shifts shall be paid overtime rates as provided in clause 4 hereof.

(c) For the purpose of this clause "shift work" means work which is carried out by two or more successive relays or spells of workmen. ("Successive" does not necessarily mean immediately successive.)

(d) Where a worker commences a working week on any one of the usual three starting times and is switched to another shift, shall be paid at overtime rates for the first shift of eight hours thereafter. The provisions of this sub-clause 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 payable 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: Provided that overtime rates shall not be payable where the overtime arises from arrangements made between the employees themselves. 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. 2d. in respect of any such period.

Overtime

4. (a) All time worked outside or in excess of the hours provided in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours from Monday to Friday, both days inclusive, or for the first four hours on Saturday morning and double time thereafter.

(b) When workers are called back to work overtime they shall receive a minimum of two hours' work or payment therefor; provided that workers may be employed for up to one hour beyond the ordinary finishing time without payment of the two hour minimum provided for in this subclause.

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

(d) In the allocation of overtime where there are full-time weekly workers covered by this agreement eligible and willing to work overtime, they shall be given preference over part-time workers.

Wages

5. The minimum weekly rates for adult male workers over 21 years of age shall be £13 10s. per week, provided that, after 12 months continuous service this rate shall be £13 15s.

Youths' Wages

6. Youths under 21 years of age may be employed at not less than the following minimum weekly rates:

Age Commencing Employment	First Year		Second Year		Third Year		Fourth Year
	First Half	Second Half	First Half	Second Half	First Half	Second Half	
Under 17	110/5	119/1	128/0	136/10	145/6	154/10	178/5
17 to 18	119/1	128/0	136/10	145/6	154/10	178/5	..
18 to 19	128/0	136/10	145/6	154/10	178/5	..	..
19 to 20	136/10	145/6	154/10	178/5	..	..	..
20 to 21	145/6	154/10	..	..	..	..	..

Thereafter, or on attaining the age of 21, not less than the minimum rate provided for other adult workers.

Females

7. (a) Female workers may be employed at not less than the following minimum weekly rates:

Age at Commencing Employment	First Year		Second Year		Third Year		Fourth Year	
	First Half	Second Half	First Half	Second Half	First Half	Second Half	First Half	Second Half
Under 16	93/11	103/0	111/9	120/5	129/2	137/10	144/11	152/7
16 to 17	103/0	111/9	120/5	129/2	137/10	144/11	149/3	..
17 to 18	111/9	120/5	129/2	137/10	144/11	149/3	..	..
18 to 19	120/5	129/2	137/10	144/11	149/3	..	..	..
19 to 20	129/2	137/10	144/11	149/3	..	..	..	..
20 to 21	137/10	144/11	..	..	..	..	..	..

Thereafter, or on attaining the age of 21, not less than £8 9s. 2d., per week.

(b) A female worker appointed by the employer to be in charge of a department shall be paid 15s. 4d. per week extra.

Part-time Workers

8. (a) A part-time worker shall not work more than 30 ordinary hours per week.

(b) A part-time worker shall be paid an hourly wage arrived at by dividing the appropriate weekly wage by 40.

Change of Duties

9. Any worker required to perform other than his or her usual work shall be paid for the time so worked at the rate prescribed for such other work if such rate is higher than his or her usual rate of pay.

Holidays

10. (a) The following shall be the recognised holidays: 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 or another day in lieu thereof: Provided that if any of the foregoing holidays, except Anzac Day, shall fall on a Saturday or Sunday it shall be observed on the next succeeding working day or days.

(b) Payment for any of the prescribed holidays where no work is done thereon shall be in accordance with the provisions of the Factories Act 1946, and its amendments.

(c) In addition to any payment to which a worker is entitled under the provisions of subclause (b) of this clause, any work done on any of the days set out in subclause (a) of this clause or on any Sunday shall be paid for at double time rates.

Annual Holidays

11. (a) Holidays shall be allowed in accordance with the Annual Holidays Act 1944, but the annual holidays shall be allowed within two months of becoming due and at a time suitable to the employer.

(b) In lieu of two weeks' annual holiday, shift workers regularly and continuously employed on afternoon or night shift or on three rotating shifts shall be allowed three weeks' annual holiday upon the completion of each year's service. The third week's holiday may be allowed either in conjunction with or separately from the first two weeks as the employer may decide.

Payment of Wages

12. (a) Wages shall be paid weekly in the employer's time on any day not later than Thursday.

(b) The employer may make deductions from the weekly wages prescribed herein for time lost through the sickness or default of the worker.

(c) Should the late shopping night fall on a pay day, then payment shall be made on the preceding working day.

Termination of Engagement

13. Not less than 48 hours' notice shall be given by either party of the termination of the engagement; but nothing in this clause shall prevent an employer from summarily dismissing a worker for misconduct.

General Conditions

14. (a) A worker who is required to work overtime exceeding one hour after his ordinary hours on any day shall be paid meal money. When a worker has been notified that he will be required to work overtime and the notice is subsequently withdrawn, he shall be paid meal money, but this provision shall not apply in any case where the notice has been withdrawn on the previous day or earlier.

The amount payable as meal money shall be 5s. 2d. Such allowance shall not be payable where the employer supplies a suitable meal. The standard of the meal shall be determined by agreement between the employer and the workers.

(b) Tea and/or coffee shall be available for meals.

(c) Provision for dressing rooms, lockers, or locker-room shall be made in accordance with the requirements of the Inspector of Factories at each establishment.

(d) Workers who at the date of making this agreement are in receipt of more than the rates prescribed herein shall not have their existing rates reduced while they continue in the same employment.

(e) Towels, hot water, and wash-basins shall be provided.

(f) Female workers may lift but shall not be required to carry more than 30 lb in weight.

(g) Workers cleaning the Egron Tower after the manufacture of soluble coffee shall in view of the hot and wet conditions involved be paid a special payment of 5s. extra per cleaning.

(h) St. John first-aid medical chests or similar outfits shall be provided in convenient and accessible places on each floor.

(i) Employers shall supply, on request, to the secretary of the union, at not less than quarterly intervals, a list of the workers covered by this agreement.

(j) Two smocks, or two overalls shall be provided free annually to each full-time worker. Such clothing shall remain the property of the employer.

(k) Morning and afternoon tea shall be allowed.

Right of Access

15. The president, secretary, authorised collector, or organiser of the union shall be permitted to interview workers during their working hours at such place as the employer shall decide, but not so as to interfere unreasonably with the operation of the employer's business.

Settlement of 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 referred to a committee to be composed of two representatives of each side. In default of agreement, the dispute shall be referred to the Conciliation Commissioner for the district for decision. Either side shall have the right of appeal to the Court within 14 days after such decision shall have been made known to the party desirous of appealing.

Unqualified Preference

17. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement, shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within 14 days after his engagement, or after this clause comes into force as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member as required by that subclause, after being

requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) The employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

Under-rate Workers

18. (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 such wage is fixed.

Term of Agreement

19. This agreement shall come into force on the day of the date hereof and shall continue in force until the 8th day of August 1964.

NOTE—The rates of remuneration prescribed by this agreement incorporate the effect of the 2½ per cent general order of the 4th day of July 1962.

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

Signed for and on behalf of the Nestle Co. (New Zealand) Ltd.—

A. C. McCLELLAND.

Witness to the above signature: D. E. Stewart.

Signed for and on behalf of the Auckland Biscuit and Confectionery and Related Products Employees' Industrial Union of Workers—

N. FINCH.

Witness to the above signature: J. McGregor.