

NEW ZEALAND **PACKING CORPORATION LIMITED (MOTUEKA FACTORY)**  
**EMPLOYEES—INDUSTRIAL AGREEMENT**

[Filed in the Office of the Clerk of Awards, Nelson]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1954, this 2nd June, 1955, between the N.Z. Packing Corporation, Ltd., Auckland (hereinafter referred to as "the employer"), on the one part, and the Wellington, Taranaki, Marlborough, Nelson, and Canterbury Grocers' Sundries, Chemical and Related Products Factory Employees' Industrial Union of Workers (hereinafter referred to as "the union"), on the other part, wherein it was mutually agreed by and between the parties as set out below:

1. That the terms and 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 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 but shall in all respects abide by and perform the same.

SCHEDULE

*Application*

1. This agreement shall apply to all workers engaged in the manufacture, canning, quick freezing, cool storing, dehydrating, bottling and packaging of fruit, vegetables, meat, fish, juice extracts and synthetic products.

*Hours of Work*

2. (a) The ordinary hours of work shall be forty a week and eight a day, and, subject to the provisions of clause 3 hereof, shall be worked between 7.30 a.m. and 5 p.m. on Mondays to Fridays inclusive.

(b) With the exception of a meal period and authorized rest periods, the day's work shall be continuous.

(c) A rest period of ten minutes shall be allowed every morning and afternoon.

(d) Workers shall be allowed during working hours reasonable time (but not less than five minutes) to change their clothes at the end of every day's work.

*Shift Work*

3. (a) Notwithstanding the provisions of clause 2 hereof, shifts may be worked at any time as required by the employer.

(b) Where two or three shifts are worked they shall be rotated, provided that the employer and the union representative may agree that this shall not apply in the case of any specified workers or shifts.

(c) Shift-workers shall be paid an allowance of 4s. a shift, provided that where shifts are not rotated the allowance shall not be paid to the day-shift workers.

*Overtime*

4. (a) Overtime rates shall apply to all time worked outside or in excess of the ordinary hours specified in clause 2 hereof, or in the case of shift-workers in excess of the ordinary shift hours.

(b) Overtime shall be paid for at time and one-half rate for the first three hours and double time rate thereafter, computed on a daily basis.

(c) Overtime worked on a Saturday afternoon or on a Sunday shall be paid for at double time rate.

(d) Regular workers unexpectedly called back to work outside normal working-hours shall be paid for a minimum of three hours at the appropriate overtime rate.

(e) Regular workers shall be given preference over part time and casual workers in the allocation of overtime.

#### *Meal Period*

5. (a) One hour shall be allowed for meals provided that if the majority of workers agree the meal period may be less than one hour.

(b) Any worker required to work during any portion of his regular meal period shall be paid at time and one-half rate (in addition to weekly wage) in respect of the time so worked during such meal period.

(c) A worker shall not be employed for more than four and a half hours continuously without an interval of not less than half an hour for refreshment.

(d) A worker required to work overtime in any evening for more than four and a half hours shall be allowed one-half hour meal period at the completion of four hours' work and shall be paid as if he had worked during that period.

#### *Wages*

6. (a) The following wages shall be payable :

	A Week		
	£	s.	d.
Male workers—			
Handymen .....	10	19	0
Senior male .....	10	13	6
Youths—			
Sixteen years of age .....	6	5	6
Seventeen years of age .....	7	1	0
Eighteen years of age .....	8	8	0
Nineteen and over .....	Adult rate		
Female workers—			
Supervisor .....	7	17	0
Senior female (18 years and over) .....	7	1	0
Junior female (under 18 years) .....	6	0	0

Other classifications shall be subject to arrangement between the union and the employer.

(b) Subject to the consent of the union representative part-time workers may be employed at an hourly rate of one-fortieth of the appropriate weekly rate. This clause shall be subject to the provisions of clauses 3 and 4 hereof.

(c) A youth employed to perform and capable of performing all classes of work usually performed by an adult shall be paid at adult rate of pay.

(d) This agreement shall not operate so as to reduce the wages paid nor so as to effect adversely in any way the conditions of employment of any worker employed on the date of this agreement.

#### *Allowances*

7. (a) A worker required to work in a refrigerated store or chamber will be paid an allowance of 5s. per week in any week while so employed.

(b) A worker engaged in the loading of trays shall be paid an allowance of 4d. per hour.

(c) A worker whilst operating a sterilizing retort shall be paid 4d. per hour.

(d) When a worker (other than a shift-worker) is required to work after 6 p.m. on any day the employer shall provide a meal or pay such worker 3s. 6d. meal allowance unless such worker has been notified by noon on the day that he will be required to work overtime. Where such notice has been given and the worker's services are not required he shall be paid the meal allowance, unless the notice has been cancelled by noon on the day on which the overtime was to have been worked.

#### *Term of Employment*

8. (a) In the case of workers with less than two months' service two days' notice shall be given by either party of the termination of employment. In the case of workers with more than two months' service one week's notice shall be given by either party of the termination of employment. Nothing in this clause shall prevent the employer from suspending any worker for wilful misconduct.

(b) No deduction shall be made from the weekly wages provided herein for any cause save for time lost through the workers own default, union subscriptions compulsory tax deductions, sickness and accident not arising out of employment.

#### *Payment of Wages*

9. Workers shall be paid weekly in cash not later than Thursday and in the employer's time.

#### *Holidays*

10. (a) Provided he has worked for the employer at any time during the fortnight ending on the day on which the holiday occurs, a worker shall be allowed the following holidays on pay: New Year's Day, day after New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, Anniversary Day (or another day in lieu thereof by arrangement).

(b) Where any of the above holidays, except Anzac Day, falls on a Saturday or Sunday, such holiday shall be observed on the following Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the next succeeding Tuesday.

(c) Time worked on any of the above holidays (except the day after New Year's Day) shall be paid for at double time rate in addition to the weekly wage.

(d) Time worked on the day after New Year's Day shall be paid for at ordinary time rate in addition to the weekly wage.

(e) A worker who meets with an accident in the course of his employment with the employer (and whether or not receiving accident compensation) is entitled to payment for any of the above holidays (but not in addition to accident compensation) which occurs during the period of incapacity provided he had worked for the employer at any time during the fortnight ending on the day of the holiday.

(f) A worker who has been certified as fit to resume work on any of the above holidays following sick-leave or absence because of an accident, and who reports for duty on the working-day immediately following such holiday, shall be paid for such holiday.

(g) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944: Provided that after ten years' continuous service with the same employer, an additional week's holiday shall be allowed.

*General Conditions*

11. (a) Workers employed in damp and wet places shall be provided with gum boots.
- (b) Boiling water shall be supplied for meals.
- (c) The proportion of youths to adult male workers shall not exceed one youth to each two adult male workers.
- (d) Girls working with acid fruits shall be supplied with gloves.
- (e) No female shall be required to push coolers.
- (f) Waterproof aprons shall be provided where work is wet or damp.
- (g) Smocks shall be provided for female workers.

*Matters Not Provided For*

12. Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer 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 local Inspector of Factories, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Inspector, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decisions shall have been communicated to the party desiring to appeal.

*Access to Factory*

13. The secretary or other authorized officer of the union of workers shall be permitted to enter at all reasonable times (to be mutually agreed between the employer and the union) upon the premises or the works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

*Workers to be Members of Union*

14. (a) Subject to the provisions of section 174 (5) and 175 of the Industrial Conciliation and Arbitration Act, 1954, 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 purposes of subclause (a) of this clause a person of the age of eighteen 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 twenty-one 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 so to do by his employer or any officer or representative of the union, commits a breach of this agreement and shall be liable accordingly.

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

*Under-rate Workers*

15. (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 fourteen 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 an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

#### *Application of Agreement*

16. This agreement shall apply to the parties named herein.

#### *Scope of Agreement*

17. This agreement shall apply to the processing plant of the N.Z. Packing Corporation Ltd. at Motueka.

#### *Term of Agreement*

18. This agreement insofar as wages and special payments are concerned, shall be deemed to have come into force on 1st day of January, 1955, and insofar as all other matters are concerned it shall come into force on the day of the date hereof, and shall continue in force until the 31st day of October, 1955.

In witness whereof the parties hereto have executed these presents this 2nd day of June 1955.

For and on behalf of the Wellington, Taranaki, Marlborough, Nelson, and Canterbury Grocers' Sundries, Chemical and Related Products Factory Employees' Industrial Union of Workers—

[L.S.]

J. R. SCOTT, Secretary.

Witness to above signature—J. Petherick.

For and on behalf of N.Z. Packing Corporation Ltd—

[L.S.]

J. R. BUTLAND, Chairman of Directors.

W. J. KINGHAM, Secretary.

Witness to above signatures—D. A. REA.

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#### MEMORANDUM

The parties to this agreement record by way of memorandum that the terms and conditions of this agreement are agreed to without prejudice to future negotiations.