

**NEW ZEALAND PACKING CORPORATION LTD. (PUKEKOHE FACTORY)
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 2nd day of June 1955 between the New Zealand Packing Corporation Ltd. Auckland (hereinafter referred to as "the employer"), on the one part, and the Auckland Fruit and Vegetable Preserving and Canning, Condiments and Related Products Manufacturing Employees Industrial Union of Workers (hereinafter referred to as "the union"), on the other part, wherein it is 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, but not less than half an 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:

	Per 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
	Per Hour.
	s. d.
Male Casual Workers	5 6

Other classifications shall be subject to arrangement between the Union and the Employer.

(b) A male worker employed for less than one week shall be deemed to be a casual work. Where casual labour is employed a minimum of four hours shall be paid for. Other male workers shall be deemed to be regular workers.

(c) A youth employed to perform and capable of performing all classes of work usually performed by an adult shall be paid at an 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) Where it is necessary for a worker to wear gum boots an allowance of 1s. 6d. per day shall be paid if the gum boots are worn for three hours or more on any day.

(b) Lye-bath operators shall be paid an allowance of 13s. per week while so employed.

(c) A worker employed in a Cool Store shall be paid an allowance of 4d. an hour while so employed with a daily minimum of 1s.

(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.

(e) A worker whilst operating a sterilising retort shall be paid an allowance of 4d. per hour.

(f) Gum Boot allowance and cool store allowance shall not be paid during annual holidays.

(g) Notwithstanding the provisions of any of the preceding subclauses, a worker shall not be entitled to receive concurrently more than one of the following allowances :

- (i) Allowance for the wearing of gum boots,
- (ii) Allowance for work as lye-bath operator,
- (iii) Allowance for work in cool store,
- (iv) Allowance for operating sterilizing retort,

but shall receive payment at the rate of the highest individual allowance for which he qualifies in respect to any one day's work.

Term of Employment

8. (a) Except in the case of casual workers, employment shall be deemed to be weekly employment, and deduction shall be made from the weekly wages only for time lost through the worker's own default or absence from work through no fault of the employer.

(b) Except in the case of casual workers, not less than seven days' written notice shall be given by either party of the termination of the employment or in lieu of such notice by the Corporation a week's wages shall be paid. Nothing in this clause shall prevent the Corporation from suspending any worker for wilful misconduct.

Payment of Wages

9. (a) Workers other than casual workers shall be paid weekly in cash on any day not later than Thursday, and in the Corporation's time. Casual workers shall be paid not later than Thursday or by arrangement immediately on discharge.

(b) Accident compensation is paid weekly to workers entitled to compensation under the Workers' Compensation Act, 1922, provided satisfactory medical certificates and addresses of injured workers are supplied to the officer in charge.

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) A worker who has worked for more than one employer during the fortnight ending on the day on which the holiday occurs is entitled to one payment only for the holiday, and payment shall be by arrangement with the other employer or employers.

(c) Payment for such holidays allowed shall be at ordinary rates plus any tunnel, lye-bath, retort operating, or shift allowance which would have been paid had the holiday been an ordinary working day.

(d) 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.

(e) 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.

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

(g) 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.

(h) 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.

(i) 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.

(j) In respect of annual holidays a worker shall be paid the allowance for lye-bath, or retort operating provided he received this allowance for the week preceding the leave.

General Conditions

11. (a) Workers employed in damp and wet places shall be provided with gumboots.

(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.

(h) *Load Limits:*

(i) A youth under eighteen years of age shall not be required to lift or carry unassisted any weight over 60 lb.

(ii) A female worker shall not be required to lift or carry unassisted any weight over 40 lb. or undertake any duty beyond her normal physical capacity.

(iii) A male worker shall not be required to carry unassisted any weight exceeding 180 lb.

(iv) A worker shall not be called upon to handle or truck any package exceeding 3 cwt. without assistance.

Grievances and Disputes

12. (a) A grievance shall not be deemed a "grievance" until the accredited representative of the Union has been asked by the worker or workers concerned to deal with it.

(b) Officers in charge (within the limits of their authority) shall endeavour to settle, with accredited representatives of the Union, all reasonable grievances of workers.

(c) If the officer in charge and the union representative are unable to settle a dispute, the matter shall be referred to the head officers of the Corporation and the Union.

(d) A dispute shall not be referred to the head offices of the Corporation and Union before all efforts to effect a settlement have been made by the officer in charge and the union representative. The Head Office of the Corporation will not recognize complaints received direct from workers or local representatives.

(e) If the Head Offices of the Corporation and the Union are unable to reach a settlement they shall refer the matter to the Conciliation Commissioner for a ruling.

(f) Work shall continue during the settlement of any grievance or dispute.

(g) Every claim for retrospective pay, allowances, overtime and the like should be made within four weeks from the pay-day for the period to which such claim relates.

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.

Preference to Unionists

14. (a) Suitable *bona fide* members of the Auckland Fruit and Vegetable Preserving etc. Union shall have preference of employment.

(b) A worker shall not be retained by the Corporation unless he is (or becomes within two weeks of commencing duty) a financial member of the Auckland Fruit and Vegetable Preserving etc. Union.

(c) The union representative shall enrol members, collect annual subscriptions, and notify the officer in charge when any worker is in arrears with his subscription. The Corporation may deduct from a worker's wage his annual subscription to the Union upon such worker giving the necessary legal authority.

(d) On written request the Corporation shall supply, at intervals of not less than six months, to the branch secretary of the Union the names of all workers in his area to whom these conditions apply.

Application of Agreement

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

Scope of Agreement

16. This Agreement shall apply to the Processing Plant of the New Zealand Packing Corporation Ltd. at Pukekohe.

Term of Agreement

17. 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 16th day of June 1955.

For and on behalf of the Auckland Fruit and Vegetable Preserving and Canning, Condiments and Related Products Manufacturing Employees' Industrial Union of Workers.

[L.S.]

T. E. SKINNER, Secretary.

Witness to above signature—

For and on behalf of New Zealand Packing Corporation Ltd.—

[L.S.]

J. R. BUTLAND, Chairman of Directors.

W. J. KINGHAM, Secretary.

Witness to above signatures—Dorothy A. Rea.