

**MEAT PACKERS (N.Z.) LTD., WANGANUI, EMPLOYEES—INDUSTRIAL  
AGREEMENT**

*[Filed in the Office of the Clerk of Awards, Wellington]*

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 29th day of January 1960, between Meat Packers (N.Z.) Ltd. (hereinafter called "the employer") of the one part, and the New Zealand (except Northern, Westland, and Otago and Southland Industrial Districts) Food Preserving, Chemical and Related Products Factory Employees' Industrial Union of Workers (hereinafter called "the union") of the other part, whereby it is mutually agreed by and between the said parties as follows:

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 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.

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#### SCHEDULE

##### *Industry to Which Agreement Applies*

1. This agreement shall apply to all employees of Meat Packers (N.Z.) Ltd., engaged in the manufacture, canning, quick-freezing, cool-storing, bottling, processing, and packaging of meat, offal, fish, whale, and all foodstuffs, including synthetic products; provided that no worker employed substantially as a shop butcher, clerical assistant, or driver shall be covered by this agreement.

##### *Hours of Work*

2. (a) Forty-hours shall constitute a week's work, to be worked between the hours of 7.45 a.m. and 4.45 p.m. on five days of the week, Monday to Friday inclusive.

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

(c) Notwithstanding the provisions of clause 2 (a) three handymen may be employed on shifts covering a period of 24-hours. The shifts may be worked from mid-night Sunday to mid-night Friday. Each shift shall not exceed eight-hours including half-an-hour for a meal break, and five shifts shall constitute a week's work. Shift workers, other than the workers employed between 7.45 a.m. and 4.45 p.m. shall be paid 5s. per shift in addition to their ordinary pay. Any time worked in excess of the usual shift hours worked by workers employed under this sub-clause 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. This clause shall apply only where shifts are worked on five or more consecutive working days.

##### *Overtime*

3. (a) All time worked outside of or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and one half for the first three hours and double time thereafter. For the purpose of computing overtime work done up to and including 15 minutes shall be deemed 15 minutes. Overtime shall be calculated on a daily basis.

(b) Any time worked between 12 noon on Saturdays and mid-night on the following Sunday shall be paid for at double time rates.

(c) Regular workers called back to work outside normal working hours shall be paid a minimum of two hours at the appropriate overtime rate.

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

##### *Meal Period*

4. (a) One hour shall be allowed for meals, but by agreement between the employer and the union representative less than one hour may be allowed.

(b) A rest period of 10 minutes shall be allowed within each four hour's working period and after two hours continuous overtime if such overtime is to be worked for at least one further hour.

(c) Any worker required to work more than four and one quarter ordinary hours without a meal break shall be paid at overtime rates for all time worked without a meal break beyond four and one quarter hours.

(d) Any worker commencing work at or prior to 6 a.m. shall be allowed a 10 minute break at 7.30 a.m. providing that any worker commencing employment at or prior to 5.30 a.m. shall be allowed a meal break at 7 a.m.

*The Following Shall be the Minimum Rates of Wages*

	Per Week		
	£	s.	d.
5. (a) Butchers fully qualified to perform all operations to specifications	16	16	8
(b) Butchers employed on general processing work	15	10	0
(c) Small goods men	15	10	0
(d) Freezer hands	14	3	4
(e) Labourers	13	3	4
(f) Handyman	13	3	4
(g) Female workers aged 19 years and over	8	6	8
Female workers aged 18 years	8	3	4
Female workers under 18 years	6	11	5
(h) Youths under 18 years of age may be employed as improvers to learn the trade in the proportion of one youth to each three butchers or part thereof at the following rates:			
Under 16 years	4	16	8
16 years to 16½ years	5	16	8
16½ years to 17 years	6	13	4
17½ years to 18 years	7	6	8
(i) The employment shall be weekly after the first week. Workers employed for less than one week shall be deemed to be casuals and shall be paid not less than one-fortieth of the appropriate weekly rate.			
(j) Subject to the consent of the union representative, part-time workers may be employed on a <i>pro-rata</i> basis.			
(k) Leading hands, foremen and forewomen shall be paid such extra rate as may be agreed.			
(l) This agreement shall not operate so as to reduce wages nor so as to affect adversely in any way the conditions of employment of any worker employed on the date of this agreement.			

*Allowances*

6. (a) Any worker, other than a freezer hand, required to work in a refrigerated store or chamber in a temperature of 32 degrees Fahrenheit or less, for two hours or more in any one day, shall be paid an allowance of 4s. per day.

(b) Any worker required to work overtime after 6 p.m. on any day shall be paid the sum of 5s. meal money unless such worker can reasonably go home for a meal and return to work within one hour, or unless a suitable hot meal is provided by the employer.

### *Terms of Employment*

7. (a) Except for casual workers, one week's notice shall be given by either side of the termination of employment. Should the employer not give the requisite notice, one week's wages in lieu of notice shall be paid. Nothing in this clause shall prevent the employer from summarily dismissing a worker for wilful misconduct.

(b) No deduction shall be made from the week wages provided herein for any cause except for time lost through the worker's own default.

### *Payment of Wages*

8. Workers shall be paid weekly in cash not later than Thursday and in the employer's time. Workers shall be paid immediately upon discharge.

### *Holidays*

9. (a) The following shall be the recognised holidays: New Year's Day; 2 January; Anniversary Day; Good Friday; Easter Monday; Anzac Day; Labour Day; Christmas Day; Boxing Day; and the birthday of the reigning Sovereign.

(b) Should any of the above holidays, except Anzac Day, fall on a Saturday or a Sunday, then for the purpose of this agreement it shall be observed on the following Monday or Tuesday.

(c) Any work done on Sunday or any of the above-mentioned holidays, or holidays observed in lieu thereof, shall be paid for at double time rates. The said payment shall be in addition to the ordinary weekly wage.

(d) Should any of the above holidays not be generally observed in any locality, another day may be observed in lieu thereof.

(e) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944: Provided that after 10 years' continuous service with the same employer, an additional week's holiday shall be allowed to workers.

(f) Shift workers regularly employed on shifts for which a shift allowance is payable, shall be granted three weeks' annual holiday, providing that a worker employed for a part of the year as a shift worker, shall receive a *pro-rata* proportion of the additional week's holiday granted to regular shift workers.

### *General Conditions*

10. (a) Boiling water shall be supplied at meal and other breaks.

(b) Workers shall be provided with suitable protective clothing. Workers working in damp or wet conditions shall be supplied with new warm socks, new gum-boots and in the case of workers working in the open, adequate weatherproof clothing. All protective clothing shall remain the property of the employer and shall be kept in clean condition and good order of repair at the expense of the employer.

A worker required to work in a refrigerated store or chamber where the temperature is 32 degrees Fahrenheit or less shall be provided with warm protective clothing, footwear and gloves. Such clothing shall be kept clean and in good order at the expense of the employer and shall remain his property.

(c) Female workers shall not handle more than 28 lb singlehanded.

(d) Boys under 16 years of age shall not handle more than 56 lb singlehanded.

(e) No youth under 18 years of age shall be employed in the freezer.

(f) Adequate and suitable provisions shall be made for; accommodation for workers to take their meals and to change and store their clothes, ablution facilities including hot water, soap and towels and lavatory accommodation.

(g) Each worker on leaving or being discharged from his or her employment shall, on request, within 24 hours thereafter, receive a certificate of service in writing stating the position held and the length of service. Original references shall be the property of the worker and shall be returned within 48 hours after engagement.

(h) First-aid facilities shall be provided and shall be in the care of responsible persons.

(i) Female workers shall not be permitted to perform any of the following operations:

(i) Slaughtering of live stock.

(ii) Plucking of poultry and/or skinning of animals and/or fish.

(iii) Gutting of poultry and/or animals and/or fish.

(iv) Operating machinery of any kind used in the production of small goods, (i.e. sausages, saveloys, fish products, etc.), nor shall they be permitted to use knives with a blade over 3 in. in length.

(j) A worker required to work in a refrigerated store or chamber for a period of four hours or more shall have a hot meal available at meal breaks. A break of not less than 10 minutes shall be allowed on completion of each hour of work to each worker who is required to work in temperatures of 32 degrees Fahrenheit or less.

#### *Matters Not Provided For*

11. 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 Conciliation Commissioner or such other person as may be agreed on by the parties concerned, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner or such other appointed person, 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.

#### *Right of Entry Upon Premises*

12. The secretary or other authorised officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon 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 Union*

13. (a) Subject to the provisions of sub-section (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act 1936, it shall not be lawful for the 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 the industrial union of workers bound by this agreement.

(b) For the purposes of sub-clause (a) of this clause, a person of the age of 18 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 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of the union by the operation of the foregoing provisions, fails to become a member of the union when requested to do so 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 sub-section (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act 1936, which gives to workers the right to join the union).

#### *Under-rate Workers*

14. (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 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*

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

#### *Term of Agreement*

16. This agreement shall come into force in as far as it relates to wages on the 16th day of November 1959, and in all other matters on the date of signing by the parties, and shall continue in force until the 17th day of November 1960.

For and on behalf of the New Zealand (except Northern, Westland, and Otago and Southland Industrial Districts) Food Preserving, Chemical and Related Products Factory Employees' Industrial Union of Workers—

D. G. NOLAN, General Secretary.

Witness to the above signature—W. J. Anton.

For and on behalf of Meat Packers (N.Z.) Ltd.—

N. M. EVITT, Managing Director.

Witness to the above signature—S. N. Douvin.