

**S. KIRKPATRICK AND CO. LTD. 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 20th day of March 1961, between S. Kirkpatrick and Co. Ltd. Nelson (hereinafter referred to as "the employer") on 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 referred to as "the union") on the other part wherein it was mutually agreed by and between 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 on the said parties and that 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, and stipulations and provisions but shall in all respects abide by and perform the same.

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SCHEDULE

*Application*

1. This agreement shall apply to all workers engaged in the manufacture, canning, bottling and packaging of fruits, vegetables, meat, fish, juice extracts and all foodstuffs including synthetic products.

*Hours of Work*

2. (a) The ordinary hours of work shall not exceed eight per day to be worked on five days of the week, Monday to Friday and except in the case of shift workers between 7.30 a.m. to 5.15 p.m.

(b) Subject to the provisions of the Factories Act 1946, shifts may be worked as required by the employer.

(c) Shifts worked substantially outside the hours mentioned in subclause (a) hereof shall be paid for at the rate of 4s. 3d. per shift in addition to the ordinary rate.

*Overtime*

3. All overtime shall be calculated daily and from Monday to Friday both days inclusive shall be paid for at the rate of time and a half for the first three hours and double time thereafter, on Saturdays shall be paid for at the rate of time and a half for the first four hours and double time thereafter. This clause shall be read subject to the Factories Act 1946.

*Wages*

4. (a) The following shall be the minimum rates of pay for adult male workers:

A worker employed at manual work and appointed a working foreman by the employer, and whose duty it is to take charge of and supervise the work of other workers in a permanent department of the business, shall be paid not less than 17s. 9d. per week above the rate for general hands.

General hands, £12 10s. per week.

(b) Youths under 21 years of age may be employed at not less than the following weekly rates:

	Per Week		
	£	s.	d.
16 years of age	7	10	6
17 years of age	8	7	6
18 years of age	9	17	6
19 and over	Adult rate		

(c) Female workers may be employed at not less than the following weekly rates:

	Per Week		
	£	s.	d.
Supervisor	9	6	8
Senior female (19 years and over)	8	11	8
Junior female (18 years of age)	8	5	0
Junior female (under 18 years)	7	2	6

(d) Female workers employed as inspectors shall receive not less than 17s. 9d. per week above the general rate for females.

(e) 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, sickness or accident not arising out of the employment, but female workers who have been employed for not less than six months shall be permitted a total of up to one weeks sick pay without deduction in any one year.

(f) 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 clause 3 hereof.

*Holidays*

5. (a) The following days shall be observed as holidays without deduction from pay: New Years Day, the day following New Years Day, or a day to be observed in lieu thereof to be mutually arranged between the union and the employer, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, the birthday of the reigning Sovereign, and Anniversary Day, or a day in lieu thereof.

(b) The transference of holidays which fall on a Saturday or Sunday shall be in accordance with the provisions of the Public Holidays Act 1955.

(c) Double rates in addition to the ordinary weekly wages, shall be paid for any work done on Sunday or any of the days mentioned in subclause (a) hereof.

(d) 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, or under this agreement, an additional weeks holiday shall be allowed.

*Payment of Wages*

6. Wages shall be paid fortnightly on Thursdays.

*Termination of Employment*

7. Not less than one days 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 any worker for misconduct.

*General Conditions*

8. (a) Twenty-four hours notice shall be given to an employee who is required to work overtime or in lieu thereof 5s. tea money shall be paid. Cancellation of overtime notice shall be made before midday.

(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) Workers employed in damp or wet places shall be supplied with gumboots.

(e) Girls working with acid fruits shall be supplied with gloves.

(f) Female fillers shall not handle more than 28 lb in weight.

(g) Boys of 17 years of age and under shall not handle more than 56 lb in weight.

(h) No female shall be required to push coolers.

(i) A female worker shall be allowed time off to make morning and afternoon tea and all workers shall be allowed 10 minutes to partake thereof without deduction of pay.

(j) Waterproof aprons shall be provided where work is wet or damp.

(k) Prior to the midday meal interval, and prior to cessation of work at 5 p.m. (subject to clause 2) a worker shall be allowed reasonable time without deduction of pay for the purposes of changing and washing.

(l) Where female employees launder smocks provided by the employer they shall be paid such additional allowance as may be mutually agreed upon between the employer and the union.

*Matters Not Provided For*

9. Any dispute in connection with any matter not provided for in this agreement shall be settled between the particular employer concerned 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 party within 14 days after such decision shall have been communicated to the party desiring to appeal.

*Access to Factory*

10. Every employer bound by the agreement shall permit the secretary or other authorised officer of the union of workers to enter at all reasonable times (to be mutually agreed between the employer and the union) upon the premises or works and there interview any worker, but not so as to interfere unreasonably with the employers business.

*Workers to be Members of Union*

11. (a) It shall not be lawful for any employer bound by this agreement to employ or continue to employ in any position or employment subject to this agreement any person who is not for the time being a member of an industrial union of workers bound by this agreement. It shall not be lawful for the employer to allow any workers covered by this agreement, to commence employment until such worker can produce evidence of union membership.

(b) 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.

#### *Under-rate Workers*

12. (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 workers 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*

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

#### *Scope of Agreement*

14. This agreement shall apply to the processing plant of S. Kirkpatrick and Co. Ltd., both at Nelson and at Motueka.

#### *Term of Agreement*

15. This agreement in so far as wages and special payments are concerned shall be deemed to have come into force on the 1st day of February 1961, and in so far 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 July 1962.

In witness whereof the parties hereto have executed these presents this 20th day of March 1961.

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

[L.S.]

D. G. NOLAN, General Secretary.

Witness to the above signature—N. M. E. Browne.

For and on behalf of S. Kirkpatrick and Co. Ltd.:

[L.S.]

E. F. LORD, Director.

Witness to the above signature—A. C. Burt.