

MEAT PACKERS (N.Z.) LTD., **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 25th day of February 1965 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 Processing 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, smallgoods, offal, fish, whale, and allied 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) The ordinary hours of work shall be eight per day and 40 per week to be worked on five days of the week, Monday to Friday inclusive, between the hours of 7.30 a.m. and 4.15 p.m. or 7.45 a.m. and 4.30 p.m., or 8 a.m. and 4.45 p.m. Such starting times to be agreed between the company and the union from time to time. In the event of an hour being taken for lunch as provided for in clause 4 (a) the finishing hours specified in this sub-clause shall be extended by 15 minutes.

(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 and a sanitation gang 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 provided that where more than two hours overtime is worked on a shift, one further crib time of half an hour shall be allowed. Shift workers, other than the workers employed between 7.45 a.m. and 4.45 p.m. shall be paid 7s. 3d. 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. Shift workers required to work on Saturdays and/or Sundays shall be paid shift allowance and allowed crib time but this provision shall not apply if less than four hours are worked on any such day.

*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 midnight on the following Sunday shall be paid for at double time rates.

(c) (i) Regular workers required to work more than one hour's over-time (excluding any smoko) and to continue work after the evening meal, shall be paid for a minimum of three hours at the appropriate overtime rate. This provision shall apply after the completion of eight hours ordinary work as specified in clause 2 (a).

(ii) Regular workers required to work on weekends or holidays shall be paid for a minimum of three hours at the appropriate overtime rates.

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

(e) After 11 hours' work overtime rates shall be paid until the worker has had a break of one and a quarter hours for every two hours worked with a maximum break of 12 hours.

This provision shall apply whether the period so worked falls wholly within one day or partly within one day and partly within the succeeding day.

(f) (i) Workers required to work overtime on Saturday shall be notified not later than 9 a.m. Friday and provided the worker is in attendance as notified he shall be paid for a minimum of three hours at the appropriate overtime rate.

(ii) Workers required to work overtime on Sunday shall be notified of such overtime not later than Thursday p.m., provided that where conditions beyond the employers control require cancellation of such overtime, notice of cancellation shall be given by noon on Saturday or by the workers finishing time on Saturday whichever is the earlier.

Where any worker has been notified of overtime and such overtime is cancelled, except in accordance with this subclause, the worker shall be paid for three hours at the appropriate overtime rate, providing he attends for work.

*Meal Period*

4. (a) Three-quarters of an hour shall be allowed for meals, but by agreement between the employer and the union representative from half an hour to one hour may be allowed.

(b) A smoko of 10 minutes shall be allowed each morning and afternoon and after each two hours overtime if work is to be continued. In the case of shift workers not more than two and one quarter hours shall elapse without a smoko or meal period being granted.

(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.

No worker shall be employed for more than five hours continuously, including smoko breaks, without an interval of at least 30 minutes for a meal.

(d) When workers are employed prior to 7 a.m. Monday to Friday inclusive there shall be a half hour meal break between 6.30 a.m. and 7.30 a.m. No worker, other than a shift worker, may be employed during his allocated meal break.

(e) Any worker required to work more than one hour after the usual time for knocking off on any day shall be paid the sum of 6s. 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.

*The Following Shall be the Minimum Rates of Wages*

## 5. (a) Butchers fully qualified to perform all operations to specifications.

	Per Week		
	£	s.	d.
During the first six months of employment .....	19	0	0
Thereafter for workers employed—			
From six months to 12 months .....	19	6	8
From 12 months to 18 months .....	19	13	4
From 18 months to 24 months .....	20	0	0
From 24 months to 30 months .....	20	6	8
From 30 months to 36 months .....	20	13	4
Thereafter .....	21	0	0

## (b) Butchers employed on general processing work and small goods men.

During the first six months of employment .....	17	16	8
Thereafter for workers employed—			
From six months to 12 months .....	18	3	4
From 12 months to 18 months .....	18	10	0
From 18 months to 24 months .....	18	16	8
From 24 months to 30 months .....	19	3	4
From 30 months to 36 months .....	19	10	0
Thereafter .....	19	16	8

At the option of the employer or at the request of the union, a butcher employed for six months or more at the rates specified in this sub-clause may carry out the tests provided for in clause 6, and if found to be qualified shall be paid the appropriate rate specified in sub-clause (a) of this clause.

## (c) Freezer hands:

	Per Week		
	£	s.	d.
During the first six months of employment .....	17	10	0
Thereafter for workers employed—			
From six months to 12 months .....	17	16	8
From 12 months to 18 months .....	18	3	4
From 18 months to 24 months .....	18	10	0
From 24 months to 30 months .....	18	16	8
From 30 months to 36 months .....	19	3	4
Thereafter .....	19	10	0

## (d) Labourers and handymen:

During the first six months of employment .....	16	0	0
Thereafter for workers employed—			
From six months to 12 months .....	16	6	8
From 12 months to 18 months .....	16	13	4
From 18 months to 24 months .....	17	0	0
From 24 months to 30 months .....	17	6	8
From 30 months to 36 months .....	17	13	4
Thereafter .....	18	0	0

## Improver butchers—

A labourer employed under this sub-clause may be employed to learn a specialised facet of process butchering, including trimming, until he is proficient in all aspects of such facet of process butchering. To determine his proficiency he may, at the option of the employer, or at the request of the union, undergo a test to determine his qualifications and entitlement to payment under sub-clause (b) of this clause.

Providing that such worker, before he has so qualified shall, after four weeks employment on such work, be paid an additional 10s. per week above the appropriate rate provided in this sub-clause. After 12 weeks on such work the worker shall be paid a further additional 10s. per week above the appropriate rate provided in this sub-clause. If such worker does not pass the qualifying test referred to in this sub-clause within 26 weeks of his commencement on such work he shall not continue such work. The employer undertakes to give ample opportunity to each worker employed under this sub-clause to learn all aspects of trimming before undergoing such tests. Where a worker claims that he has not qualified because he has not been given the opportunity to learn the work the union may request that the matter be dealt with under clause 11 to determine what action should be taken.

	Per Week
	£ s. d.
(e) Female workers aged 18 years and over:	
During the first three months of employment .....	11 0 0
Thereafter .....	11 10 0
Female workers under 18 years .....	8 15 0
(f) Youths employed on process work other than in butchering departments:	
Aged under 18 years .....	9 7 6
Aged under 19 years .....	12 10 0
Thereafter labourers rates	

Youths employed under this sub-clause may be employed for a probationary period of up to one calendar month in one or more butchering departments.

(g) Not more than one worker under 19 years of age (excluding those receiving adult rates) may be employed to each three adult workers or part thereof.

(h) Youths under 19 years of age at the commencement of their employment 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:

	Per Week
	£ s. d.
During the first six months of employment .....	7 16 8
Thereafter for workers employed under this sub-clause—	
From six to 12 months .....	8 16 8
From 12 to 18 months .....	10 6 8
From 18 to 24 months .....	12 6 8
From 24 to 30 months .....	13 6 8
From 30 months to 36 months .....	16 6 8
Thereafter .....	17 6 8

Notwithstanding the rates specified above, the minimum commencing rate for a worker over 16 years of age and under 19 years of age shall be £10 6s. 8d. per week.

NOTE—Rates of wages, allowances and special payments in the agreement include the 6 per cent prescribed by the General Order of the Court made under the Economic Stabilisation Regulations 1953 and dated the 10th day of September 1964.

(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 *pro rata* 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 as to affect adversely in any way the conditions of employment of any worker employed on the date of this agreement.

(m) Tally rates or piece rates shall be as mutually agreed from time to time between the employer and the union.

### *Qualifications*

6. For the purpose of determining whether an improver has the qualifications for employment under the provisions of clause 5 (b) or whether a butcher employed under the provisions of clause 5 (b) has the qualifications for employment under the provisions of clause 5 (a) the worker shall undergo practical tests in the appropriate branch of the butchering trade before an examination committee comprising two representatives of the employer, two representatives of the union and a chairman to be mutually agreed upon between the employer and the union, or in the event of them being unable to agree, the chairman shall be appointed by the local Conciliation Commissioner.

The examination board shall determine by majority vote whether a worker who has been examined has the qualifications required for employment under clauses 5 (a) or 5 (b).

### *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 requisite notice not be given, one week's wages shall be paid or forfeited as the case may be. Nothing in this clause shall prevent the employer from summarily dismissing a worker for wilful misconduct, including theft.

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

(c) An employee temporary or otherwise shall not cease work at any time other than the arranged time for ceasing work, unless he shall have obtained the permission of his foreman.

### *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.

Any short payment of wages due to any worker shall at the worker's request be adjusted within 48 hours, otherwise with the following week's pay. Conversely the management and the union agree in principle, depending on the circumstances, that any over-payment of wages shall be refunded.

### *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 must be observed in lieu thereof.

By mutual agreement between the employer and the union the holidays on 2 January and/or Anniversary Day may be transferred to some other day or days as the case may be.

(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 part of the year as a shift worker, shall receive a *pro rata* proportion of the extra week.

### *General Conditions*

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

(b) Workers shall be provided with suitable protective clothing and gloves. Workers working in damp or wet conditions shall be supplied with new warm socks, new gumboots and in the case of workers working in the open, adequate weather-proof 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°F or less shall be provided with warm protective clothing, suitable footwear and gloves. Workers working in air conditioned rooms shall be supplied with jerseys as required. Such clothing shall be kept clean and in good order at the expense of the employer and shall remain his property.

Permanent freezer hands shall be given a boot allowance of £5 per annum at the commencement of employment in the freezer and on such anniversary thereof. Should the employment of the worker terminate within 12 months after the boot allowance has been paid the worker shall repay the employer £1 5s. for each unexpired quarter.

(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, or female, shall be employed in the freezer.

(f) Adequate and suitable provision shall be made for accommodation for workers to take their meals and to change, store and dry their clothes, ablution facilities including showers, hot water, soap and towels and lavatory accommodation. The accommodation shall be ventilated and heated in accordance with the provisions of the Factories Act 1954.

(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. A person fully qualified in first aid shall be available during normal working hours.

(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) There shall be provided and maintained in each factory, for the use of all female workers whose work is done standing, suitable facilities for sitting sufficient to enable them to take advantage of any opportunities for resting which may occur in the course of their employment.

In any case where an Inspector of Factories is of opinion that any workers, or class of workers in a factory can conveniently and satisfactorily do their work, or a substantial part thereof, while sitting, the inspector may, by requisition to the occupier, require that suitable seats be provided for the use of the workers.

(k) 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° or less.

(l) Spells of reasonable time, being not less than 10 minutes, shall be allowed chamber hands who are in a heated condition through working outside to cool before entering the freezing chambers. No deduction shall be made from the men's wages on account of such spell.

(m) All freezing chambers and stores shall be provided with emergency pilot lights. There shall be adequate provisions for communication with the engine-room or the outside by means of lights, bells, or indicators.

When working in chambers and hatches, the worker in charge of a gang shall be supplied with an electric torch. Ammonia respirators shall be supplied for the use of the workers.

(n) Any worker, other than a freezer hand, required to work in a refrigerated store or chamber in a temperature of 32°F or less shall be paid 11d. per hour extra while so employed. Freezer hands employed for more than seven minutes in temperatures between zero and -10°F inclusive shall be paid an extra 1s. per hour or part thereof and freezer hands employed in temperatures below -10°F shall be paid an extra 2s. per hour or part thereof.

(o) Workers employed under clause 5 (d) employed for more than one hour per day on mechanical saws shall be paid 2s. per day extra.

(p) Freezer hands operating fork lifts shall receive 1s. per hour extra provided no operator shall work the fork lift more than 3 hours excepting during load outs or exceptional circumstances.

(q) Covered accommodation shall be provided for employees' bicycles.

#### *Matters Not Provided For*

11. (a) 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.

(b) When the union representative desires to discuss any matter with the manager he shall, where practicable advise the manager, in advance, of the matter subject to be discussed. The manager shall arrange for the matter to be discussed as soon as practicable.

(c) Disputes and dismissals may be settled under the provisions of sub-clause (a) hereof at the request of either party. Pending the disposal of any matter which either party has formally requested to be settled under sub-clause (a) the status quo shall apply and no arbitrary action shall be taken by any of the parties.



### *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 person who is not for the time being a financial member of the New Zealand (Except Northern, Westland and Otago and Southland Industrial Districts) Food Processing, Chemical and Related Products Factory Employees' Industrial Union of Workers.

(b) Should a financial member of such union not be available, the employer may employ any other person providing such person, upon engagement, becomes and remains a financial member of the union.

(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 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.



*Terms of Agreement*

16. This agreement shall come into force in as far as it relates to wages on the 10th day of February 1965, and in all other matters on the date of signing by the parties, and shall continue in force until the 8th day of February 1966.

Dated this 25th day of February 1965.

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

D. G. NOLAN, General Secretary.

Witness to the above signature: T. C. Gallagher.

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

N. M. EVITT, Managing Director.

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