

RATA BY-PRODUCTS EMPLOYEES—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 20th day of September 1965, between the Canterbury Bye-products Co. 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 and the Wellington and Taranaki Soap, Candle, Tannery and Related Trades 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.

SCHEDULE*Industry to Which Agreement Applies*

1. This agreement applies to workers employed by parties to this agreement in the bulk handling, processing, manufacture, packaging or storing of animal by-products, including tubing casings and allied work.

Hours of Work

2. (a) The ordinary hours of work shall not exceed 40 per week nor eight per day to be worked on five days of the week, Monday to Friday inclusive, between the hours of 7.30 a.m. and 4.30 p.m. or 7.45 a.m. and 4.45 p.m. or 8 a.m. and 5 p.m.

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

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 overtime (excluding any smoko break) 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). Providing that should a worker leave work of his own accord before the three hours have expired he shall be paid only for the overtime worked.

(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.

Meal Period

4. (a) One hour shall be allowed for meals but by agreement between the employer and the union this may be reduced to not less than half an hour.

(b) A smoko of 15 minutes shall be allowed each morning and afternoon and after two hours overtime if work is to be continued.

(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) Workers commencing at or prior to 5.30 a.m. shall be allowed a 30 minute meal break prior to 8 a.m., and workers commencing between 5.30 a.m. and 6 a.m. shall be allowed a smoko break prior to 8 a.m.

(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.

Wages

| | Per Week |
|---|---------------|
| | £ s. d. |
| 5. (a) 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 |
| The minimum rates of wages for male workers shall be— | |
| During the first six months of employment | 16 1 8 |
| Thereafter for workers employed— | |
| From six months to 12 months | 16 8 4 |
| From 12 months to 18 months | 16 15 0 |
| From 18 months to 24 months | 17 1 8 |
| and thereafter. | |

(b) Leading hands, foremen and forewomen shall be paid such extra rate as may be agreed.

(c) The rates for work of an unusually dirty, offensive, onerous or hazardous nature or for work in unusual temperatures shall be as mutually agreed between the employer and the union. In the event of the parties not reaching agreement the matter shall be dealt with under the provisions of clause 10.

(d) In addition to the above rates of wages, there shall be paid 4s. per day attendance money, provided that this payment shall be forfeited for the entire week concerned should any employees absent themselves for two consecutive days without the production of a doctor's certificate when required by the employer.

Terms of Employment

6. (a) 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.

(b) Subject to the consent of the union representative, part time workers may be employed on a *pro rata* basis.

(c) 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.

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

(e) 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.

(f) 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.

(g) Workers shall be supplied with full details of the make up of their wages.

Holidays

7. (a) The following shall be 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 purposes of this agreement it or they 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.

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.

General Conditions

8. (a) All workers shall be paid 1s. per day clothing allowance. Waterproof aprons shall be supplied by the employer.

(b) Overalls, smocks and towels shall be laundered weekly at the employers' expense.

(c) All clothing supplied to the worker shall be returned to the employer on the termination of employment. The employer shall have the right to deduct from the wages due to the worker at the date of termination of employment, the reasonable value after allowing for fair wear and tear of clothing not returned by the worker.

(d) 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.

(e) 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.

(f) Adequate provision shall be made for the removal of dust or foul air and the work place shall comply with the provisions of the Factories Act 1946.

Accommodation

9. 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 hot water, soap and towels and lavatory accommodation. The accommodation shall be ventilated and heated in accordance with the provisions of the Factories Act 1946. Boiling water shall be supplied at meal and other breaks.

Disputes

10. Any dispute in connection with any matters 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

11. 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.

Unqualified Preference

14. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purpose of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

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

Under-rate Workers

13. (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 to 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

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

Terms of Agreement

15. This agreement shall come into force in as far as it relates to wages on the 15th day of April 1965, and in all other matters on the date of signing by the parties, and shall continue in force until the 20th day of April 1967.

The rates of wages in this agreement incorporate the general wage order of the Court of Arbitration dated the 10th day of September 1964.

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 the Wellington and Taranaki Soap, Candle, Tannery and Related Trades Employees Industrial Union of Workers:

D. G. NOLAN, Secretary.

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

For and on behalf of the Canterbury Bye-product Co. Ltd.:

K. R. CHURCHWARD.

Witness to the above signature—J. H. Sproston.