

**WALLIS BROS. LTD. BONING, PACKAGING AND
SMALLGOODS EMPLOYEES — INDUSTRIAL AGREEMENT**

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 1st day of June, 1970, between Wallis Bros. Limited (hereinafter called "the employer"), and the Canterbury, Marlborough and Nelson Freezing Works and Related Trades Industrial Union of Workers' (hereinafter called "the Union").

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This Agreement shall apply to workers engaged in the normal and usual work carried out in the Boning, Packaging and Smallgoods Departments. (Packaging Department means: packaging of bone meats and smallgoods and all other classes of meat for the meat trade).

HOURS OF WORK

2. The ordinary hours of work shall be 40 hours per week, eight hours (including "smoko-oh's") to be worked on each of the five days of the week, Monday to Friday inclusive, between 7.30 a.m. and 5 p.m.

MEALS

3. (a) One hour shall be allowed for all meals unless otherwise mutually agreed upon.

(b) When workers are required to work overtime and have not been notified on or before the night previously a suitable hot meal shall be provided by the employer or the employer shall pay each worker the sum of 70 cents.

OVERTIME

4. (a) All time worked in excess of the hours mentioned in clause 2 in any one day shall be paid at the rate of time and a half for the first three hours and double time thereafter.

(b) Work done on Saturdays shall be paid for at time or rate and a half for the first three hours and double time thereafter. Work done on Saturday after mid-day shall be paid for at double time. All work done on Sundays shall be paid for at double rates.

"SMOKE-OH"

5. Provided that two hours work have been performed since commencing work or since a meal interval as the case may be, an interval of fifteen minutes for all workers shall be allowed for "smoke-oh" each morning and afternoon, and when working overtime, at intervals of two hours. When workers are required to commence work before 6 a.m. a smoke-oh break shall be allowed after the completion of two hours.

WAGES

6. The following shall be the minimum rates for adult workers:

	Per Week	Basic hourly Overtime Rate
	\$c.	\$c.
(i) Workers employed boning, cutting, and rolling beef, mutton or pork.....	52.00	1.30
(ii) Workers employed boning.....	48.40	1.21
(iii) Workers employed Trimming and all other workers.....	44.80	1.12
(iv) Qualified smallgoodsmen.....	50.40	1.26
(v) Smallgoods assistants.....	44.80	1.12

- (vi) Females may be employed weighting, wrapping, packing and at other suitable work as agreed upon between the parties..... 38.50 .96.25

EMPLOYMENT OF YOUTHS

7. (i) Youths may be employed at the following minimum rates of pay.

	Per Week	\$.
From 17 to 18 years of age.....	26.00	
From 18 to 19 years of age.....	30.00	

Thereafter the minimum rate of wages for adult male workers.

- (ii) The proportion of youths shall not be more than one to three or fraction of three adult male workers.

WAITING TIME

8. When workers are required to wait for work at any time after the arranged time of starting, they shall be paid at the appropriate rate for all time so waited.

HOLIDAYS

9. (a) All workers shall receive the following holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Boxing Day, Show Day and one other day to be mutually agreed upon.

(b) When a holiday other than Anzac Day falls on a Saturday or on a Sunday, such holiday shall be observed on the following Monday. When Christmas Day falls on a Sunday, Boxing Day shall be observed on the Tuesday following.

(c) Except as otherwise provided herein, all holidays mentioned in subclause (a) of this clause shall be paid for as an ordinary working day of eight hours.

(d) All time worked on holidays, mentioned in subclause (a) of this clause shall be paid for at double rates in addition to the ordinary rates.

(e) Subclause (c) of this clause shall be subject to the conditions of the Factories Act 1946.

ANNUAL HOLIDAYS

10. (a) Except as otherwise provided, every worker shall at the end of each year of his employment by any employer become entitled to an annual holiday of two weeks paid on the basis of the worker's average weekly taxable earnings, provided that the holiday pay does not exceed the workers ordinary pay plus 30 percent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculating a worker's average weekly taxable earnings for the year the employer may fix a close-off date other than the anniversary date of the worker's commencement of employment.

(b) Holidays shall be allowed in accordance with the Annual Holidays Act and its amendments provided than on the completion of five years continuous service with the same employer the Annual Holidays shall be three weeks.

(c) For the purpose of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act, 1944.

(d) Where a holiday is taken in more than one period the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as provided in subclause (a) of this clause it shall be sufficient compliance with this clause for payment to be assessed

on the percentage formula prescribed in subclause (e) of this clause subject to final adjustment and payment of any remainder after that date, provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

(e) Where the employment of any worker is terminated at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker, in addition to all other amounts due to him, an amount equal to 4 percent of his gross taxable earnings but not exceeding 5.2 percent of his gross ordinary pay for that period of employment.

(f) Where the period of employment is less than three weeks the amount to be paid as proportionate holiday pay shall be as prescribed by the Annual Holidays Act 1944.

(g) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of these workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday when the worker shall not be entitled to any wages for two weeks following that date, but the employer shall before that date pay to him, in addition to all other amounts due to him, an amount equal to 4 percent of his gross taxable earnings but not exceeding 5.2 percent of his gross ordinary pay for the period of his employment up to that date, and the next year of his employment shall be deemed to commence on that date.

(h) Where a worker is entitled to an annual holiday of three weeks instead of two weeks the provisions of subclauses (e) and (g) of this clause shall be modified to provide payment of an amount equal to 6 percent of the worker's gross taxable earnings but not exceeding 7.8 percent of his gross ordinary pay for the period of his employment.

(i) The employer shall give at least one months notice of the commencing date of Annual Holidays as far as practicable.

GENERAL CONDITIONS

11. (a) Wages shall be paid weekly in cash not later than Tuesday in each week. Two days lie-time shall be allowed. Any error or omission in the pay sheet shall be adjusted within 48 hours.

(b) All workers shall be supplied in writing with details of the manner in which their wages have been calculated. Such details shall comprise hours of work at ordinary time, hours worked at time and a half, hours worked at double time, any special payments, if any. Also gross earnings, tax and other deductions, and net earnings.

(c) One weeks notice of the termination of employment shall be given by the employer or the worker, as the case may be, but this shall not prevent the employer from summarily dismissing the worker for misconduct. If appropriate notice is not given, one weeks notice shall be paid or forfeited as the case may require.

(d) A St. John Ambulance or similar first aid outfit shall be provided as near the boning room as possible.

(e)(i) All workers shall be supplied with materials necessary to carry on the work, such as overalls, aprons, jerseys, gloves, leggings, knives, steels, stones, pouches, boots, gum boots, towels, and soap.

(ii) All material when worn out as the result of fair wear and tear shall be replaced by the employer.

(iii) All wearing apparel provided under this clause shall be laundered at least once a week by the employer.

(f) The Union representative shall be allowed to visit the works to deal with any matter arising out of this Agreement, but not so as to interfere unreasonably with the employer's business. Upon entering any factory covered by this agreement the union

representative shall first make his presence known to the Manager or his nominee before going about his Union business.

(g) A continuous supply of hot and cold water for washing down shall be available at all times as far as practicable.

(h) Suitable heated dining and dressing accommodation with lockers and facilities for washing and provision for drying clothes shall be provided.

UNQUALIFIED PREFERENCE

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

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

(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 Agreement.

(d) Every employer bound by this Agreement commits a breach of this Agreement if he continues to employ any worker to whom subclause (a) and (b) apply, after having been notified by an 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 Agreement.

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

HYGIENE

13. The parties to this Agreement undertake to comply with the requirements of the Department of Agriculture pursuant to the Meat Regulations 1969.

EXEMPTION OF FOREMEN, ETC.

14. This Agreement shall not apply to foremen.

MATTERS NOT PROVIDED FOR

15. Anything not provided for in this agreement, or any dispute that may arise over anything that is provided for in the Agreement, shall be mutually arranged between two representatives of the union and the works management. In the event of their being unable to agree, the matter shall be referred to the Conciliation Commissioner for settlement. Either side, if dissatisfied with the decision of the Conciliation Commissioner, shall have the right to appeal to the Court.

SCOPE OF AGREEMENT

16. This Agreement shall apply to Wallis Bros. Ltd., Christchurch and shall bind the parties named herein.

TERM OF AGREEMENT

17..This Agreement shall come into force on 1st June 1970, and shall continue in force until August 31st 1971.

Signed on behalf of Wallis Bros Ltd., Meat Wholesalers:

N. WALLIS.

Signed on behalf of the Canterbury, Marlborough and Nelson Freezing Works and Related Trades Employees Industrial Union of Workers:

S. ARNST, Secretary