

ASSOCIATED MEAT BUYERS LIMITED BONING AND PACKAGING DEPARTMENT — INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 23rd day of June, 1970, between Associated Meat Buyers 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

1. This Agreement shall apply to workers engaged in the normal and usual work carried out at the Christchurch Abattoir (Sockburn) in the Boning and Packaging Department. (Packaging Department means: packaging of boned meats and small-goods which includes offal and all other classes of meat required for the Retail 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 8 a.m. and 5 p.m.

MEALS

3. (a) One hour shall be allowed for all meals unless otherwise mutually agreed upon. When workers are employed before 5.00 a.m. they shall be allowed a breakfast hour, as far as practicable between 7.00 a.m. and 8.00 a.m.

(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 80 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.

(c) When a worker has been notified on the previous day of intention to work overtime after the ordinary ceasing time as specified in Clause 2 above, such worker shall receive a minimum of 1 hours pay at overtime 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 work is continued for more than half an hour after the ordinary time of ceasing work, the "smoke-oh" shall be allowed on the expiration of two hours from the last "smoke-oh" in ordinary time. No "smoke-oh" is allowable upon cessation of work either in ordinary or overtime.

WAGES

6. (a) Workers employed boning beef and/or mutton, trimming including offal, packaging, weighing, marking, splitting sheep heads, removing brains, stowing in chillers, allocation and sorting of sheep, loading out into A.M.B. small van, compiling orders and recording.

	Weekly Basic Rate	Overtime Basic Rate Per Hour
	\$c.	\$c.
	49.60	1.24
Leading Hand	51.65	1.29

(b) No deduction in respect of time lost by a worker shall be made from the amount payable to him under sub-clause (a) of this section, except for time lost by reason of the default of the worker, or by reason of his illness, or of any accident suffered by him.

WAITING TIME

7. 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

8. (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 sub-clause (a) of this clause shall be paid for as an ordinary working day of eight hours.

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

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

ANNUAL HOLIDAYS

9. (a) Holidays shall be allowed in accordance with the Annual Holidays Act and its amendments provided that on the completion of eight years continuous service with the same employer the Annual Holidays shall be three weeks.

(b) The employer shall give at least one months notice of the commencing date of Annual Holidays.

GENERAL CONDITIONS

10. (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.

(d) When workers are required to load beef quarters or pork carcasses on to the delivery van for delivery to retail shops it is agreed that assistance shall be given when loading and unloading at point of delivery.

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

- (f) (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, 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.

(g) 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.

(h) Where meat is required to be bagged it shall be bagged on the floor as far as practicable.

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

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

UNQUALIFIED PREFERENCE

11. (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 sub-clause (a) hereof, every adult person 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 sub-clause (a) hereof to become a member of a union who fails to become a member, as required by that sub-clause, 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 sub-clause (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 sub-clause (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 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union).

MATTERS NOT PROVIDED FOR

12. 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

13. This Agreement shall apply to the Christchurch Abattoir Sockburn and shall bind the parties named herein.

TERM OF AGREEMENT

14. This Agreement shall come into force on 11th May 1970 and shall continue in force until 31st October, 1971.

Signed on behalf of the Associated Meat Buyers Limited:

K. R. CHURCHWARD, Managing Director.

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

S. ARNST, Secretary.