

TIMARU FISHING CO. LTD. MEAT DIVISION  
EMPLOYEES' INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Conciliation and Arbitration Act 1954 this 22nd day of July 1970 between the Timaru Fishing Co. Ltd., (hereinafter called the Employer) of the one part and the Canterbury, Marlborough and Nelson Freezing Works and Related Trades Employees' Industrial Union of Workers' (hereinafter called the Union) of the other part witnesseth that it is mutually agreed between the Employer and the Union hereto as follows:-

That the terms, conditions, stipulations and provisions contained and set out in the Schedule hereto, shall be binding upon the parties, and they shall be deemed to be and are hereby declared to form part of the Agreement.

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This Agreement shall apply to all Employees engaged in receiving, Storing, sawing, boning, trimming, washing, packing, weighing, wiring, sealing, branding, freezing, loading in or out of chambers and/or holding-stores of any carcass or meat (other than fish or fish products.)

HOURS OF WORK

2. The ordinary hours of employment shall be 40 hours per week, eight hours (including smoke-ohs) 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. When workers are employed before 5 a.m. they shall be allowed a breakfast hour, as far as practicable, between 7 a.m. and 8 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 66 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 hour's 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" without deduction from pay, each morning and afternoon, and when working overtime at intervals of two hours. When work is continued for more than one 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 time or overtime.

WAGES

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6. (a) Workers trimming, boning and removing

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extraneous material.		
	Per Hour	1. 19
Workers employed in handling produce in freezing rooms and cold stores, irrespective of weights or temperatures including "running-in" and "loading - out" whether into or from trucks, lighters or ships and whether manually or by conveyors or by mechanical loaders		
	Per Hour	1. 17
All other workers	Per Hour	1. 12

(b) Provided further that such meat workers that are employed under the terms of this agreement shall be available if required during clock hours of 7.30 a.m. - 5 p.m. to work on fish products, at the appropriate fish rates of pay.

Fish workers not employed under the terms of this agreement shall be paid the rates of pay as specified in clause 6 (a) for any work involving the meat operation.

(c) No deduction in respect of time lost by a worker shall be made from the amount payable to him under the terms of this agreement 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.

#### TERMINATION OF EMPLOYMENT

7. In the case of workers with less than 1 months service, two days notice shall be given by either party of the termination of employment. In the case of workers with over one (1) months service, such notice shall be one week. Nothing in this clause shall prevent an employer from summarily dismissing a worker for serious misconduct.

#### HOLIDAYS

8. 1. All workers shall receive the following holidays in each year: New Year's Day, Anniversary Day or a day in lieu thereof to be mutually agreed upon, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day and the day following New Year's Day.

2. In the event of any of the holidays specified in sub-clause 1, other than Anzac Day and Anniversary Day, falling on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday. Anzac Day shall be observed on the day on which it falls and Anniversary Day shall be observed in accordance with the provisions of the Public Holidays Act 1955 and its amendments which provides that it is always observed on a Monday.

3. All holidays mentioned in sub-clause 1, shall be paid for as an ordinary working day of eight hours.

4. All work performed on holidays mentioned in sub-clause 1, shall be paid for at double rates in addition to the ordinary rate prescribed in subclause 3.

#### ANNUAL HOLIDAYS

9. (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 worker's ordinary pay plus 30 per cent 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 purposes 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) Upon completion of five years' continuous service with the same employer each worker shall for the fifth and subsequent years be entitled to an annual holiday of three weeks instead of two weeks paid as prescribed in subclause (a) of this clause. The third week's holiday may be taken in conjunction with or separately from the first two weeks' holiday as the employer may decide.

(c) For the purposes 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 per cent of his gross taxable earnings but not exceeding 5.2 per cent 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 any annual holiday then 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 per cent of his gross taxable earnings, but not exceeding 5.2 per cent 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 per cent of the worker's gross taxable earnings but not exceeding 7.8 per cent of his gross ordinary pay for the period of his employment.

(i) The employer shall give at least one month's notice of the commencing date of annual holidays.

#### MINIMUM WEEKLY PAYMENT

10. 1. All workers in receipt of adult male rates of pay coming within the scope of this Agreement shall receive a minimum payment, exclusive of overtime earnings, of not less than \$40.00 per week, such payment to be exclusive of General Orders of the Court of Arbitration made under the Economic Stabilisation Regulations 1953 and amendments thereto.

"Overtime earnings" shall mean only wages earned after the performance of eight hours' work per day, or wages earned by individual workers whilst engaged in preparatory work before the normal starting time and during meal times.

#### GENERAL CONDITIONS

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

2. 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.

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

4. a. 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.

b. All materials when worn out as the result of fair wear and tear shall be replaced by the employer.

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

5. 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.

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

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

#### UNQUALIFIED PREFERENCE

12. 1. 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 the union of workers bound by this Agreement, become a member of such union within two weeks after his engagement, or after this clause comes into force, as the case may require.

2. Subject to sub-clause 1. 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.

3. Every worker obliged under sub-clause 1. 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 (2) hereof commits a breach of this Agreement.

4. Every employer bound by this Agreement commits a breach of this Agreement if he continues to employ any worker to whom sub-clauses (1) and (2) 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.

5. 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).

#### DISPUTES

13. The essence of this award being that on no account whatsoever shall the work be impeded, any dispute in connection with any matter not specifically provided for in this agreement shall be settled between the particular employer concerned and two representatives of the union, and in the absence of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner or other person mutually agreed upon who may either decide the same or refer the matter to the Court. Either party, if dis-

satisfied with the decision of the Commissioner or such other 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.

APPLICATION OF AGREEMENT

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

TERM OF AGREEMENT

15. This Agreement shall come into force on the 1st day of August 1970 and shall continue in force until the 30th day of September 1971.

Signed on behalf of the Timaru Fishing Co. Ltd.,  
Meat Division.

Signed: R. A. Morris.  
(General Manager)

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

Signed: S. Arnst.  
(Secretary)