

JOHN A. BOLT ("PREE" PRODUCTS) LTD.  
NEW PLYMOUTH FACTORY EMPLOYEES—INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 26th day of August 1970 between John A. Bolt ("Pree" Products) Ltd. (hereinafter called "the employer") of the one part, and the New Zealand (except Northern, Westland, 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 set out in the following schedule.

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement shall apply to all workers employed by John A. Bolt ("Pree" Products) Ltd. at its factory at Port View Crescent, New Plymouth, engaged in the processing and packing of animal casings or in work incidental to or ancillary to the industry.

This agreement shall not apply to managers whose duties are substantially overseeing and not manual, nor to tradesmen or clerical workers covered by another award.

HOURS OF WORK

2. (a) Forty hours shall constitute a weeks work, and eight hours in any day shall constitute a days work.

(b) The daily hours shall be worked between 8 a.m. and 5 p.m. or on occasions such other hours as may be mutually agreed upon with the Union representative, from Monday to Friday, both days inclusive.

(c) No worker shall be required to work for more than four and a half hours continuously without a meal interval of not less than 30 minutes duration.

(d) Each worker shall be allowed a tea break of fifteen minutes for morning and afternoon without loss of pay.

(e) When a worker is required to work overtime after 5.30 p.m. on any day he/she shall be paid 65 cents meal money.

(f) All time worked in excess of or outside of the hours prescribed in 2 (b) above shall be paid for at the rate of time and one half for the first three hours and double time thereafter.

(g) Notwithstanding the provision of 2 (f) above any overtime worked on Saturdays shall be paid for at the rate of time and one half for the first four hours and double time thereafter.

(h) Workers required to work on a Sunday shall be paid at the rate of double time.

(i) Overtime shall be calculated on a daily basis.

WAGES

3. The following shall be the minimum rates of wages:

(a) Females engaged in material processing	..	..	..	..	\$31.50 per week
(b) After one year's continuous service	..	..	..	..	\$33.50 per week
(c) Leading Hand Processors shall receive	..	..	..	..	\$ 3.00 per week
extra in addition to the above rate.					

CASUAL WORKERS

4. (a) Workers employed for less than one week, shall be deemed to be casual workers and shall be paid pro-rata the commencing rate for adult workers.

(b) Workers unable to accept full-time employment, may be employed on a part-time basis, and the employer shall pay pro-rata the appropriate scale of wages.

## PAYMENT OF WAGES

5. (a) Workers shall be paid in cash not later than Thursday and in the employer's time: Provided that where a holiday falls on a Friday wages shall be paid not later than the preceding Wednesday. Subject to agreement between the employer and the Union, and with the worker's consent, wages may be paid by cheque.

(b) The employer shall make available, without charge to the worker, facilities for payment of part or all wages into a thrift or budget account with the Taranaki Savings Bank but only after receiving written instructions to this effect.

(c) Workers shall be paid where practicable, on discharge.

## TERMS OF EMPLOYMENT

6. (a) The employment shall be deemed to be a weekly employment and no deduction shall be made from the weekly wages payable hereunder except for time lost through the default or sickness of the worker or by reason of accident except for the purpose of Thrift Club Savings or Union dues and then only on written authority to the employer.

(b) Not less than one weeks notice shall be given by either party of the termination of employment, except in the case of casual workers: Provided that nothing in this subclause shall prevent the employer from summarily dismissing any worker for misconduct or other good cause.

(c) Where the employment is terminated without the requisite notice or without good cause an amount equal to one weeks wages shall be paid or forfeited as the case may require.

## HOLIDAYS

7. (a) The following shall be recognised holidays; New Year's Day; 2nd January; Anniversary Day; Good Friday; Easter Monday; Anzac Day; the birthday of the reigning Sovereign; Labour Day; Christmas Day and Boxing Day.

(b) Should any of the above holidays, except Anzac Day, fall on a Saturday or Sunday, then for the purpose 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 abovementioned holidays, or holidays observed in lieu thereof, shall be paid for at double time rates. The payment shall be in addition to the ordinary weekly wage.

(d) By mutual agreement between the employer and the Union the holiday or Anniversary Day may be transferred to some other day.

(e) Annual Holidays shall be allowed in accordance with the Annual Holidays Act 1944.

(f) 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 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.

(g) Upon completion of 5 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 (f) of this clause. The third week's holiday may be taken in conjunction with or separately from the first two weeks as may be mutually agreed between the employer and employee.

(h) Where it is customary for the 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 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/her, in addition to all amounts due to him/her, 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/her employment up to that date, and the next year of his employment shall be deemed to commence on that date.

(i) When the worker is entitled to an annual holiday of three weeks instead of two weeks the provisions of subclause (f) and (g) of this clause shall be modified to provide payment of an amount equal to 6 per cent of the workers gross taxable earnings but not exceeding 7.8 per cent of the gross ordinary pay for the period of his/her employment.

#### GENERAL CONDITIONS

8. (a) (i) Workers working in wet places shall be supplied with gumboots and waterproof aprons.

(ii) Female staff shall be supplied with smocks and male staff with overalls; laundered and maintained by the employer. Suitable headgear shall also be made available.

(iii) All such articles shall be replaced or adequately repaired by the employer when no longer serviceable as the result of fair wear and tear and shall remain the property of the employer.

(b) Protective gloves and hand cream shall be provided by the employer.

(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) First-aid facilities shall be provided and shall be in the care of responsible persons.

(e) A hot drink of tea or coffee shall be supplied free of charge for meals and rest periods.

(f) Protective cotton gloves, provided by the employer shall be laundered at the employer's expense.

#### ACCOMMODATION

As required by the Factories Act 1946.

9. Adequate and suitable provision shall be made for workers to take their meals and to change and store their clothes, ablution facilities including hot water, soap, towels and lavatory accommodation. Heating facilities for warming food shall be provided in the meal room.

#### DISPUTES

10. The essence of this agreement being that the work of the employer shall not on any account whatsoever, be impeded but shall always proceed as if no dispute had arisen.

(a) Any dispute in connection with any matter not specifically provided for in this agreement shall be settled between the employer and the local union representative and/or the secretary 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 communicated to the party desiring to appeal.

(b) In any case where the Union Secretary advises the Company in writing that the dismissal of a worker is inconsistent with the right of the employer to terminate the employment of a worker for good reason, the matter shall be dealt with in accordance with the provisions of this clause.

(c) The parties to the Agreement recognise that from time to time mistakes and misinterpretations will occur which will affect individual workers. In such cases, the

matter should be referred to the worker's supervisor but it is recognised that the worker may first refer to the Union for advice. Matters affecting groups of workers shall be referred to the Union representative at the place of employment who shall in the first instance refer the matter to the supervisor concerned. In any difference or dispute the union and the employer shall endeavour to ensure that the matter is considered freely, fairly and impartially.

#### 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 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

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 become a member of such a 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 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 any 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 subclauses (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.)

#### UNDER-RATE WORKERS

13. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award 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 upon 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 on the 31st day of August 1970 and shall continue in force until the 28th day of February 1972.

For and on behalf of The New Zealand (except Northern, Otago and Southland Industrial Districts) Food Processing, Chemical and Related Products Factory Employees' Industrial Union of Workers:

D.G. NOLAN, General Secretary

Witness to above signature.

For and on behalf of John A. Bolt ("Free Products") Ltd.

A.G. RITCHIE, Director

Witness to above signature

G. VAN'T HOF, Accountant