

**ARTHUR YATES AND CO. LTD. SEED WORKERS'—  
INDUSTRIAL AGREEMENT**

(Filed in the Office of the Clerk of Awards, Auckland)

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 23rd day of December 1970, between the Auckland United Storeman and Packers (other than in Retail Shops) and Warehouse Employees (other than Drivers and Clerks) Industrial Union of Workers (hereinafter referred to as "the union") of the one part, and Arthur Yates and Company Limited (hereinafter referred to as "the employer"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows that is to say:

1. That the terms, 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 incorporated in and 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 industrial agreement shall apply to female workers employed by the Company at picking, packeting, sorting, labelling, wrapping, and packing into containers of seeds, fertilisers, sprays, weed killers and insect destroyers preparatory to sale.

**HOURS OF WORK**

2. The ordinary hours of work shall not exceed 40 hours in any week or eight hours in any day, and shall be worked between the hours of 8 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

**MEAL HOURS**

3. One hour shall be observed for lunch each day between 12 noon and 2 p.m. Less than one hour may be observed by mutual consent between the employer and the majority of the workers affected, provided that the meal hour shall be not less than half an hour.

No worker shall be employed for more than four and a quarter hours without an interval for a meal.

**WAGES**

4. (a) (i) The minimum rates of wages for female workers shall be as follows:

	Per Week
	\$
Under 18 years of age .....	19.31
18 to 20 years of age .....	24.94
20 to 21 years of age .....	28.56
21 years of age and over .....	32.50

Provided that in the case of a female worker commencing with the Company when 21 years of age and over she shall be paid as follows:

	Per Week
	\$
To commence .....	31.50
After one month's employment .....	32.50

Female workers may be employed for less than 40 hours per week provided that when so employed they shall be paid not less than pro rata the appropriate weekly rate prescribed in paragraph (i) above. A minimum of four hours in any one day shall be paid for.

(b) A worker in charge of other workers and who supervises and directs operations in any department in which five or more other workers are employed shall be paid \$2.50 per week extra.

(c) Workers handling obnoxious or poisonous substances shall be paid 6 cents per hour extra whilst so engaged.

(d) On the coming into operation of this industrial agreement the Company agrees to maintain existing margins.

#### OVERTIME

5. (a) All time worked outside of and/or in excess of the daily hours specified in clause 1 of this industrial agreement shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) When female workers are required to work overtime, the provisions of section 21 of the Factories Act 1946 shall apply, except that the rate of the allowance for a meal shall be 65 cents.

#### INCREASE IN RATES OF REMUNERATION

6. On and after 23 November 1970, the rates of remuneration prescribed by this industrial agreement shall be increased by 3% in accordance with the General Wage Order of the Court of Arbitration dated 3 November 1970.

#### PAYMENT OF WAGES

7. Wages shall be paid weekly on any day not later than Thursday during ordinary working hours.

#### TERMS OF EMPLOYMENT

8. (a) Except in the case of hourly workers, the employment shall be deemed to be a weekly employment, and no deduction shall be made from the workers' wages 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.

(b) Except in the case of hourly workers, not less than seven days' written notice shall be given by either party of the termination of the employment. Provided that nothing in this clause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

#### HOLIDAYS

9. (a) The following shall be recognised as paid holidays: New Year's Day and the day following, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day.

(b) Any work done on Sundays or Anzac Day or on any specified holiday or on any day observed in lieu thereof shall be paid for at double time rates. The said payments shall be made in addition to the ordinary week's wages.

(c) Should any of the above holidays, except Anzac Day, fall on a Saturday or a Sunday, then for the purpose of this industrial agreement such holiday shall be observed on the following Monday. In the event of Christmas Day and New Year's Day being observed on a Monday in pursuance of the foregoing, Boxing Day and 2 January shall be observed on the respective Tuesdays.

(d) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this industrial agreement who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

(e) Where any worker has been employed upon work coming within the scope of this industrial agreement by more than one employer during the fortnight ending on the day on which any of the above holidays occurs, he shall be entitled to receive payment for the holiday from one or more of those employers, and if more than one, in such proportion as the Inspector of Awards determines.

(f) Annual holidays shall be allowed in accordance with the Annual Holidays Act 1944. Such holidays shall be in addition to the holidays specified in subclause (a) of this clause.

On completion of 10 or more years' continuous service with the same employer workers shall be allowed an annual holiday of three weeks instead of two weeks allowed under the Annual Holidays Act. The third week's holiday may be allowed either in conjunction with or separately from the first two weeks as the employer may determine.

#### GENERAL CONDITIONS

10. (a) The employer shall take all precautions practicable to provide adequate ventilation throughout the work-room and for the removal of dust.

(b) A rest interval of 10 minutes shall be allowed each morning and afternoon.

#### ACCOMMODATION

11. The employer shall provide the following:

(a) A dressing room fitted with a locker for each worker and sufficient tables and chairs.

(b) A rest room for workers who are indisposed.

(c) A suitable dining room with facilities for boiling water.

(d) Adequate lavatory accommodation and a sufficient number of towels and wash-hand basins fitted with hot and cold water.

#### FIRST AID

12. A first aid kit shall be provided and shall be made easily accessible to the workers.

#### CASUAL WORKERS

13. Female workers employed for less than one week shall be deemed to be casuals and shall be paid not less than 86 cents per hour. When casual labour is employed, a minimum of four hours shall be paid for.

#### DISPUTES

14. The essence of this industrial agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this industrial agreement, or any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this industrial agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliation Commissioner for the district.

If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

#### RIGHT OF ENTRY UPON PREMISES

15. 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.

#### NOTIFICATION

16. On written request from the secretary of the union, the employer shall supply the union with the names of the workers employed by him.

#### UNQUALIFIED PREFERENCE

17. (a) Any adult person engaged or employed in any position or employment subject to this industrial agreement by any employer bound by this industrial agreement shall, if he is not already a member of a union of workers bound by this industrial agreement 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 industrial agreement so long as he continues in any position or employment subject to this industrial 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 industrial agreement.

(d) Every employer bound by this industrial agreement commits a breach of this industrial agreement 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 purposes 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 industrial 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

18. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this industrial 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 upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice of 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.

#### TERM OF AGREEMENT

19. This industrial agreement shall come into force on 1 October 1970 and shall continue in force until 30 September 1971.

Signed on behalf of Arthur Yates and Co. Ltd.—

C. W. HUMPHREY.  
L. R. McGREVY.

Witness: G. H. Hodgson.

Signed on behalf of the Auckland United Storemen and Packers (other than in Retail Shops) and Warehouse Employees (other than Drivers and Clerks) Industrial Union of Workers—

W. D. A. CROSSFIELD.  
M. JACKSON.

Witness: G. H. Hodgson.