

## CROWN PROCESSORS (N.Z.) LTD. EMPLOYEES—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT 1913

This Agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 6th day of September 1971, between the Crown Processors (N.Z.) Ltd. Society of Workers, (hereinafter called "the Society") of the one part, and Crown Processors (N.Z.) Ltd. (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

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 declared to form part of this agreement.

2. That 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 agreement shall apply to workers employed in the manufacture, canning and/or packing of pet foods for and in the premises of Crown Processors Ltd., Mount Maunganui.

#### HOURS OF WORK

2. (a) The ordinary hours of work shall not exceed 40 per week, which shall be worked on five days of the week, Monday to Friday, both days inclusive. The daily hours shall not exceed eight per day, to be worked between the hours of over 18 years of age and 8 a.m. and 5 p.m. in the case of males under 18 years of age, and females.

(b) Notwithstanding anything else contained herein, shifts may be worked under this agreement upon terms and conditions which shall be mutually agreed upon between the employer and the workers. Workers employed on such shifts shall be paid 80 cents per shift extra.

#### OVERTIME

3. (a) All time worked outside or in excess of the hours prescribed in clause 2 of this 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. All overtime shall be calculated daily.

(b) When workers are called upon to work overtime after 6 p.m. and cannot reasonably get home to their meal and return in one hour, the employer shall either allow meal money at the rate of 80 cents per meal or provide a meal of equivalent value on the premises.

#### WAGES

4. (a) The rates of pay for adult male workers shall be: General hands, \$1.40 per hour.

(b) Female workers shall be paid \$1.00 per hour.

(c) Juniors under 20 years of age may be employed:

Up to 18 years of age at 75% } of the appropriate adult rate.  
18 to 19 years of age at 90% }

Thereafter, the appropriate adult rate.

(d) A worker appointed by the employer to take charge of and supervise the work of other workers shall be paid not less than 80 cents per day extra.

### CASUALS

5. (a) The rate of pay for casual workers shall be \$1.40 per hour.  
 (b) A casual is a worker who is employed for less than one week at one engagement.

### PART-TIME WORKERS

6. (1) Where the employer does not regularly require the services of a worker for the full period of 40 hours per week, he shall pay such worker pro rata the appropriate wage rate plus 10 per cent.

(2) Where a worker is unable to accept full-time employment the employer shall pay pro rata the appropriate wage rate.

### HOLIDAYS

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

(b) Time worked on any of the holidays mentioned in subclause (a) of this clause shall be paid for in accordance with the provisions of the Factories Act 1946. Shift workers shall be paid at this rate also for all work done on any of the abovementioned days.

(c) If any of the holidays mentioned in subclause (a) of this clause, other than Anzac Day, shall fall on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday and in the event of any other holiday falling on such Monday, such holiday shall be observed on the succeeding Tuesday.

(d) (i) An annual holiday shall be allowed as provided in the Annual Holiday Act 1944: Provided, however, that on the completion of seven years' continuous service with the same employer each worker shall for the seventh and subsequent years, be allowed in lieu of two weeks an annual holiday of three weeks. The third week's holiday may be allowed either in conjunction with or separately from the first two weeks as the employer may decide.

Payment for annual holidays shall be on the basis of the worker's average weekly taxable earnings for the year (or lesser period where applicable) immediately preceding his annual holiday entitlement, 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 a divisor of 52 shall be used. A close-off date for the purpose of calculation may be fixed by the employer at other than the anniversary date of the worker's commencement of employment.

(ii) In addition such a worker shall, after 20 years of such employment, be entitled once only to a special holiday of two weeks, and after 30 years of such employment be entitled once only to a special holiday of three weeks, and after 40 years of such employment be entitled once only to a special holiday of five weeks. All such special holidays shall be on ordinary pay as defined by the Annual Holidays Act and may be taken either in conjunction with the annual holiday or at such other time as may be agreed by the employer and worker.

(e) 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 those 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 that 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 at that date, including amounts to which he is entitled in respect of any special holidays, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.

### SICK PAY

8. (a) After 12 months' continuous service with the same employer a worker shall be entitled in each subsequent year of service to sick pay for up to five days calculated at the rate of his ordinary pay, reduced by the amount of any social security sickness benefit or any other payment to which the worker would be entitled in respect of such incapacity.

(b) The amount of the allowance in accordance with subclause (a) above shall, together with any other payments to which the worker is entitled in respect of such incapacity, not exceed the permitted separate income rates as defined by the Social Security Act from time to time.

(c) Sick pay shall not be paid in respect of any statutory or award holiday for which the worker is entitled to full pay.

(d) Sick pay for a day shall be calculated according to the number of working days for which the worker's ordinary weekly pay is paid.

(e) Absence of one day only shall not be paid.

(f) A claim for sick pay shall be supported by a medical certificate.

(g) It shall be obligatory on the worker to ensure notice is given to the employer on the first day of absence due to illness.

(h) The employer shall also have the right to require the worker to produce additionally a medical certificate at the employer's expense from a doctor nominated by the employer.

### TERMINATION OF EMPLOYMENT

9. Not less than one week's notice shall be given by either party of the termination of employment except in the case of casual workers when the period of notice shall be not less than two hours: Provided, however, that nothing in this clause shall prevent an employer from summarily dismissing any worker for misconduct. Where the employment is terminated without the requisite notice one week's wages shall be paid or forfeited as the case may require. In the case of a worker leaving of his own accord all monies due at such time shall be paid without undue delay, and in the case of a dismissal of a worker he shall be paid immediately.

### PAYMENT OF WAGES

10. (a) Wages shall be paid weekly not later than Thursday, except that in the case of a holiday falling on a Friday wages shall be paid not later than the previous Wednesday.

(b) The employer shall itemise the pay envelope setting out all payments and deductions from the weekly wage.

(c) No more than two clear days shall be kept in hand by the employer.

(d) 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 not arising out of and in the course of employment.

### GENERAL

11. (a) Boiling water shall be supplied for meals.
- (b) Workers employed in damp or wet places shall be supplied with gumboots. Where gumboots have already been worn by another person they shall be disinfected or sterilised before being issued to a worker.
- (c) Where necessary, workers shall be supplied with suitable gloves in accordance with the nature of the work.
- (d) Female workers shall not handle more than 28 lb. single-handed.
- (e) Boys under 17 years of age shall not handle more than 56 lb single-handed.
- (f) Waterproof aprons shall be provided where it is necessary to prevent the worker's clothes from becoming wet or damp.
- (g) Accommodation and facilities shall be provided in accordance with the provisions of the Factories Act 1946.
- (h) The lunch room provided shall be kept clean and adequately heated by the employer.
- (i) A suitable first aid outfit shall be provided at the factory.
- (j) A 10-minute rest period shall be allowed in the morning and afternoon to all workers without deduction of pay, and a worker shall be appointed to make morning and afternoon tea.
- (k) No worker shall be called upon to handle or truck any package exceeding 3 cwt. in weight without the assistance of another worker.
- (l) Each female worker shall be supplied with one smock for the first month of employment and thereafter with an additional smock as necessary. Smocks shall be laundered and kept in good repair by the employer.
- (m) No individual worker shall be required to carry any goods exceeding 112 lb. in weight.
- (n) Workers shall be allowed five minutes' washing and changing time before the cessation of work for the day.
- (o) Suitable lockers shall be provided for each worker to hang his clothes.

### MATTERS NOT PROVIDED FOR

12. Any dispute in connection with any matter not specifically provided for in this agreement shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, 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.

### TERM OF AGREEMENT

13. In the event of this agreement not being renewed by the expiry date, it shall remain in full force and effect until a new agreement has been made subject to termination by either party upon giving thirty days' written notice.

In witness whereof the parties hereto have executed these presents on the day and year first above written.

Signed for and on behalf of Crown Processors (N.Z.) Ltd.—

T. L. Beattie.

Signed for and on behalf of the Crown Processors (N.Z.) Employees' Society of Workers—

K. J. Fitzgerald.

Witness to above signatures—

M. Hallett.

The following amendments and additions shall apply to this agreement and becomes part of the said agreement.

- (1) 2a. Hours of work shall be 7.00 a.m. to 4.30 p.m. for Males.
- (2) Hot plate suitable for heating food be made available in the lunch room.
- (3) Hot showers for Males to be constructed within 3 months.
- (4) Drying facilities be provided for clothing within 3 months.
- (5) Better First Aid Kit be maintained.

(6) This agreement will apply from 6th day of September, 1971 to the 6th day of September, 1972.

Signed for and on behalf of Crown Processors (N.Z.) Ltd.—

T. L. Beattie.

Signed for and on behalf of the Crown Processors (N.Z.) Ltd. Employee's Society of Workers—

K. J. Fitzgerald.

Witness to above signatures—

M. Hallett.

(This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Auckland pursuant to section 8 (1) of the said Act, on the 13th day of September 1971).