

**JULIUS SCHMID INC. NEW ZEALAND DIVISION EMPLOYEES –
INDUSTRIAL AGREEMENT**

This industrial agreement made in pursuance of Conciliation and Arbitration Act 1954, this 20th day of September 1972 between Julius Schmid Inc. New Zealand Division (hereinafter called "the employer") on the one part and the New Zealand Meat Processors, Packers, Preservers, Freezing Works and Related Trades 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. (a) This agreement shall apply to all employees engaged in the biotechnical processing of Lamb Caecum (bungs) including storing, cool storage, washing, bleaching and chemical processing, drying, cutting, sorting, packing and despatch.

(b) Nothing in this Agreement will apply to Manager, Manager's Assistants, Clerical, Supervisory, Maintenance or Cafeteria Staff.

HOURS OF WORK

2. The ordinary hours of work for workers, other than shift workers, shall consist of 40 hours, 8 hours per day, which shall be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

SHIFTS

3. (a) Work periods the major portion of which fall outside the ordinary hours of work prescribed in clause 2 of this agreement shall be designated as shifts. Shifts shall be worked within a span of eight hours inclusive of a meal interval of thirty minutes which shall be paid for at ordinary rates.

(b) The ordinary hours for shift workers shall be worked Monday to Friday provided that a shift which commences not later than 6 p.m. Friday may be continued until 2.00 a.m. Saturday at ordinary shift rates of pay.

(c) Any time worked by a shift worker in excess of the span of eight hours or outside of the ordinary hours prescribed in subclause (b) hereof shall be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Time worked after midday Saturday and on Sunday shall be paid at double time rates.

(d) The provisions of subclauses (c) and (d) of clause 7 shall apply to overtime under this clause.

SHIFT ALLOWANCE

4. Workers employed on shifts as defined in subclause 3 (a) above shall be paid \$1 per shift in addition to the ordinary rates of pay.

VARIATION SHIFT HOURS

5. The method of working shifts may in any case be varied by agreement between the employer, the union, and the workers concerned. The time of commencing and finishing of shifts, once having been determined, may be varied by agreement between the employer and the union.

MEALS AND SMOKOS

6. (a) One hour shall be allowed for all meals, except where otherwise mutually arranged in any department at the works. This subclause shall not apply to shift workers.

(b) 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 "smoko" 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 "smoko" shall be allowed on the expiration of two hours from the last "smoko" in ordinary time. No "smoko" is allowable upon cessation of work either in ordinary time or overtime.

(c) When workers are required to work more than one hour's 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 \$0.85.

(d) Tea, milk and sugar shall be provided by the employer free of charge.

OVERTIME

7. (a) Except in the case of shift workers all time worked on any day outside or in excess of the hours prescribed in clause 2 shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) Overtime worked on Saturday shall be paid for at time 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) Where notice for overtime is given and overtime is cancelled on the day upon which it was to be worked, the employer shall pay each worker one hour's pay at the rate of time and a half.

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

WAGES

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

(a) Classification —	Cents Per Hour
Adult Males —	
Skin blockers	153
Skin takeoff	148
Tumbler attendants	148
Other workers	135
Adult Females —	
Skin cutter	121
Sorter/packer	113

(b) Leading hands: Males where appointed to such duties shall receive 12 cents per hour in addition to the above rates; Female leading hands shall receive 10 cents per hour additional.

(c) Workers engaged in operating fork lift vehicles shall be paid 10 cents per hour, in addition to the above rates, whilst so employed.

PAYMENT OF WAGES

9. (a) Wages shall be paid in cash weekly, in the employer's time. No more than three days' lie-time shall be allowed.

(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, and special payments if any. Also gross earnings, tax and other deductions and net earnings.

HOLIDAYS

10. (a) The following shall be the recognised holidays:

New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day and Anniversary Day (or a day to be mutually agreed upon in lieu thereof). Should any of the foregoing holidays, except Anzac Day, fall on a Saturday or Sunday, it shall be observed on the following Monday. When Christmas Day and New Year's Day fall on a Saturday or a Sunday, then Boxing Day and the day following New Year's Day shall be observed on the following Tuesday.

(b) Payments for the said holidays shall be made at the same rate as for an ordinary working day when any of the said holidays falls on or is observed upon an ordinary working day, i.e. Monday to Friday, both days inclusive.

(c) The payment for the said holidays shall be made in accordance with the provisions of the Factories Act 1946 to all persons who have been employed in the factory at any time during the fortnight ending on the day on which the holiday occurs. In the case of part time workers this provision shall apply only to holidays which fall upon days on which they would normally work.

(d) Any work done on any of the holidays mentioned in subclause (a) of this clause shall be paid at the rate of double time. This shall be in addition to the payment prescribed in subclause (b) of this clause.

ANNUAL HOLIDAYS

11. (a) Except as otherwise provided, every worker shall at the end of each year of his employment 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 percent 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.

(b) 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.

(c) See memorandum.

(d) 1. Workers regularly employed on shifts shall, upon completion of 12 months' continuous service as such, be entitled to three weeks' annual holiday instead of the two weeks provided for in subclause (a) of this clause.

2. Any worker who has been employed on qualifying shifts for less than 12 months shall have the third week apportioned on the basis of one-twelfth for each month served on the qualifying shifts.

(e) 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 (f) 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.

(f) 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 percent of his gross taxable earnings but not exceeding 5.2 percent of his gross ordinary pay for that period of employment.

(g) 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.

(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, in addition to all other amounts due to him, an amount equal to 4 percent of his gross taxable earnings but not exceeding 5.2 percent 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.

(i) Where a worker is entitled to an annual holiday of three weeks instead of two weeks the provisions of subclauses (f) and (h) of this clause shall be modified to provide payment of an amount equal to 6 percent of the worker's gross taxable earnings but not exceeding 7.8 percent of his gross ordinary pay for the period of his employment.

SICK PAY

12. (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.

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

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

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

(e) The employer may require a claim for sick pay to be supported by a medical certificate.

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

(g) 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.

(h) This clause shall not apply to absence covered by workers compensation.

SPECIAL PROVISIONS

13. (a) A fully equipped first aid outfit and rest room shall be provided within the work area. A first aid kit shall be situated in the packing room. The employer shall ensure that there is a worker qualified in first aid on the plant.

(b) 1. All workers shall be supplied with materials necessary to carry on the work, such as overalls, smocks, aprons (waterproof where necessary), gumboots, towels and soap.

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

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

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

RIGHT OF ENTRY

14. 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.

UNQUALIFIED PREFERENCE

15. (a) Any adult person engaged or employed in any position or employment subject to 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 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 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 agreement.

(d) The employer commits a breach of this agreement if he continues to employ a 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 agreement.

TERMINATION OF EMPLOYMENT

16. (a) Employment under this agreement shall be hourly provided that after two weeks employment one weeks notice, consisting of 40 working hours, of the termination of the employment shall be given by either party. Where the employment of a worker entitled to a weeks notice is terminated by the worker without notice or by the employer without notice or good cause, one week's wages shall be paid or forfeited in lieu of notice.

(b) Nothing stated above shall prevent the employer from summarily dismissing a worker for misconduct.

DISPUTES

17. The essence of this agreement 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 dissatisfied with the decision of the Commissioner or such other person, may appeal to the Court upon giving written notice or 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

18. This agreement shall apply to the original parties named herein.

TERM OF AGREEMENT

19. This agreement shall be deemed to have come into force on the 17th day of July 1972, and shall continue in force until the 17th day of July 1973.

Signed on behalf of Julius Schmid Inc. New Zealand Division:

C. S. Stevens, Managing Director.

Signed on behalf of the New Zealand Meat Processors, Packers, Preservers, Freezing Works and Related Trades Industrial Union of Workers:

W. R. Cameron, Interim Secretary.

MEMORANDUM

The terms of clause 11 (c) as agreed by the parties read as follows:

“Upon completion of two years’ continuous service, each worker shall be entitled to an annual holiday of three weeks instead of two weeks paid as prescribed in subclause (a) of this clause.”

The Remuneration Authority 31st August 1972 deferred consideration of this provision for a period of three months.

The parties reserve the right to enter an appropriate Variation of Industrial Agreement when the decision of the Authority is known.

I certify that this industrial agreement is in terms consented to by the Remuneration Authority by letter dated 31st August 1972.

N. M. West, As agent for the Parties.