

## EVANS EXPORT LTD. — INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1954 this 16th day of November 1972 between Evans Export Limited and the New Zealand Meat Processors, Packers, Preservers, Freezingworks and Related Trades Industrial Union of Workers.

## 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. Nothing in this agreement shall apply to the Manager, Manager's Assistant, clerical or maintenance staff.

### HOURS OF WORK

2. The ordinary hours of employment shall be forty per week, eight hours (including smokos) to be worked on each of the five days of the week, Monday to Friday inclusive 8.00 a.m. to 5.00 p.m.

### MEALS

3. (a) One hour shall be allowed for all meals unless mutually agreed upon. Where workers are employed before 5.00 a.m. they shall be allowed a breakfast hour between 7.00 a.m. and 8.00 a.m. as far as practicable.

(b) When workers are required to work overtime and have not been notified the night before a suitable hot meal shall be provided by the employer, or the employer shall pay each worker the sum of \$1.00.

### OVERTIME

4. (a) All time worked in the excess of the hours mentioned in clause 2 in any one day shall be paid for at the rate of time plus a half for the first three hours and double time thereafter.

(b) Work done on a Saturday shall be paid for at rate and a half for the first three hours and double time thereafter. Work done on a Sunday shall be paid for at double rates.

(c) When a worker has been notified on the previous day of the intention to work overtime, after the ceasing time, as specified in clause 2 above, such worker shall receive a minimum of one hour's overtime at overtime rates.

### SMOKO

5. Provided that two hours work had 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 of 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 the cessation of work either in ordinary or overtime.

### WAGES

#### 6. (a) Workers including boners employed making special cuts for export trade:

	Weekly Wage
	\$
Leading Hand . . . . .	70.00
Boners and Female Charge Hand . . . . .	65.64
Freezing Chamber and Chiller Hands . . . . .	64.44
Operators of Mechanical Saw . . . . .	62.36
Workers engaged in Preparation Processing and Packing Cut Meats and General Hands . . . . .	61.40

Any workers required to work in the freezers for period of fifteen minutes in any hour shall be paid the rate provided for the time so worked.

(b) Workers shall be interchangeable provided they are paid the highest hourly rate applicable for that day.

(c) No deduction in respect for 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.

### HOLIDAYS

7. (a) 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.

(b) In the event of any of the holidays specified in subclause (a) other than Anzac Day and Anniversary day falling on a Saturday or a Sunday, such holidays 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 of the provisions of the Public Holidays Act 1955 and its amendments which provides that it is always to be observed on a Monday.

(c) All holidays mentioned in subclause (a) shall be paid for at an ordinary working day of eight hours.

(d) All work performed on holidays mentioned in subclause (a) shall be paid for at double rates in addition to the ordinary rate of pay prescribed in subclause (c).

### ANNUAL HOLIDAYS

8. (a) Every worker shall receive at the end of each year of employment three weeks annual holiday paid on the basis of his average weekly taxable earnings, providing that the holiday does not exceed the workers ordinary pay by 30 percent.

(b) Where it is customary for the employer to allow annual holidays to his workers during a period in each year when his premises are closed and at the date of commencement of any such period, any such worker who is not entitled to an annual holiday then the employee shall not be entitled to any wages for three 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 6 percent of the workers gross taxable earnings but not exceeding 7.8 percent of his gross ordinary pay for the period of his employment, up to that date and the next year his employment shall be deemed to commence at that date.

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

### MINIMUM WEEKLY PAYMENT

9. The minimum weekly wage shall be equal to forty hours at the workers appropriate hourly rate.

### GENERAL CONDITIONS

10. (a) 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 forty-eight hours.

(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 any special payments if any.

(c) A St. John Ambulance kit or similar first-aid kit shall be provided.

(d) All workers shall be supplied with materials necessary to carry out their work, such as overalls, aprons, jerseys, gloves, leggings, knives, steels, stones, pouches, boots, towels and soap, smocks or other suitable wearing apparel for female workers, headwear.

(e) All wearing apparel provided under this clause shall be laundered by the employer, daily if necessary.

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

(g) Suitably heated dressing and dining accommodation with lockers and facilities for washing (including showers) and provisions for drying clothes shall be provided.

(h) Each worker shall be supplied with a locker and lock.

(i) All accommodation shall be kept in a clean state by the employer.

(j) No worker shall be employed who is not a financial member of the New Zealand Meatworkers Union, or is prepared to become financial within seven days.

(k) Union subscriptions may be deducted by the employer by arrangement with the union.

### SICK LEAVE CLAUSE

11. (a) After twelve months continuous service a worker shall be entitled to sick pay for up to five days, calculated at his ordinary rate of pay. Such sick pay entitlement shall be accumulative to a maximum of thirty days, subject to the employee being entitled to it at the time he applies for it.

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

(c) Sick pay shall be calculated on a maximum of eight hours a day.

(d) The first day of any absence on account of sickness shall not be paid.

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

(f) It shall be obligatory on the worker to ensure notice is given to the employer, not later than the normal commencing time, 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.

### DISPUTES

12. 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 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 any other person mutually agreed upon who may either decide the same or refer the matter to Court.

### APPLICATION OF THIS AGREEMENT

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

SCOPE OF INDUSTRIAL AGREEMENT

14. This agreement in so far as the provision relating to the rates of wages to be paid are concerned shall be deemed to have come into force on the 16th day of November 1973 and remain in force until the ninth day of October 1973.

The common seal of Evans Export Limited was hereunto duly affixed in the presence of:

L. J. Evans, Director.

D. M. Robson, Secretary.

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

J. Sneddon.

F. E. McNulty, Secretary.