

JOHN A. BOLT ("PREE" PRODUCTS) LTD
PORT VIEW CRESCENT FACTORY EMPLOYEES—
INDUSTRIAL AGREEMENT

SCHEDULE

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 18th day of April 1973 between John A. Bolt ("Pree" Products) Ltd (hereinafter called "the employer") of the one part and the New Zealand (except Northern, 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 follows:

1. That the terms and 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. 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.

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 week's work, and eight hours in any day shall constitute a day's 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 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 90 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	\$41.70
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(b) After one year's continuous service	\$44.35
(c) Leading Hand Processors shall receive extra in addition to the above rate	\$4.00

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 of 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 workers' 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 week notice shall be given by either party of the termination of employment, except in the case of casual workers; Provided that nothing in this sub-clause 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 week's 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; and 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 purposes 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 does not exceed the worker's ordinary pay plus 30 per cent 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 two years' continuous service with the same employer each worker shall for the second and subsequent years be entitled to an annual holiday of three weeks instead of two weeks paid as prescribed in sub-clause (f) of this clause. The third weeks' holiday to be taken at a time to be mutually agreed upon 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 the 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 sub-clause (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.

SICK PAY

8. (a) After twelve 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 at his ordinary rate of pay. Such sick pay shall accumulate up to a maximum of 10 days by carrying forward from 1 year to another any unused sick pay of up to five days.

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

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

(d) This clause shall not apply to absence covered by Workers Compensation.

GENERAL CONDITIONS

9. (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.

(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.

(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.

(g) It is a condition of employment that Union fees are deducted weekly from the wages of each worker by the Employer who shall remit same quarterly to the Union.

ACCOMMODATION

As required by the Factories Act 1946

10. 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

11. The assence 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 has 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 been 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

12. 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

13. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement, become a member of such a union with 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to sub-clause (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 sub-clause (c) hereof, to become a member of a union who fails to become a member as required by that sub-clause, 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 sub-clause (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 eighteen 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

14. (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 such wage without having the same so fixed.

(d) It shall be the duty of the union to give 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 permit or agreement by which such wage is fixed.

APPLICATION OF AGREEMENT

15. This Agreement shall apply to the original parties named herein.

TERMS OF AGREEMENT

16. This Agreement shall come into force on the 1st April 1973 and shall continue in force until the 31st March 1974.

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:

T. C. Gallagher, Acting General Secretary.

Witness to above signature

T. A. Muldoon.

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

B. Shadbolt, Director.

Witness to above signature

A. G. Ritchie, Director.