

AIR FOODS N.Z. LTD MEAT DIVISION EMPLOYEES – INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 10th day of May 1973 between Air Foods N.Z. Ltd (hereinafter called “the employer”) of 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. 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 will apply to the Manager, Manager’s Assistants, Clerical or Maintenance Staff.

HOURS OF WORK

2. The ordinary hours of employment shall be 40 hours per week, eight hours (including smoke-ohs) to be worked on each of the five days of the week, Monday to Friday inclusive between 7.30 a.m. and 5 p.m.

MEALS

3. (a) One hour shall be allowed for all meals unless otherwise mutually agreed upon. When workers are employed before 5 a.m. they shall be allowed a breakfast hour, as far as practicable, between 7 a.m. and 8 a.m.

(b) When workers are required to work 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 \$1.00.

OVERTIME

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

(b) Work done on Saturdays shall be paid for at time or rate 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) When a worker has been notified on the previous day of intention to work overtime after the ordinary ceasing time as specified in clause 2 above, such worker shall receive a minimum of one hours pay at overtime rates.

SMOKE-OH

5. 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 “smoke-oh” 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 “smoke-oh” shall be allowed on the expiration of two hours from the last “smoke-oh” in ordinary time. No “smoke-oh” is allowable upon cessation of work either in ordinary time or overtime.

WAGES

6. (a)					Per Hour
					\$ c
Boners	.	.	.	.	1.811
Freezing Chamber Hands	.	.	.	.	1.779
Operators of Mechanical Saws	.	.	.	.	1.811
Workers Trimming	.	.	.	.	1.695
Workers packing	.	.	.	.	1.682

Any workers required to work in freezing chambers for periods exceeding 15 minutes in any hour shall be paid not less than the rate provided for freezing chamber hands for the time so worked.

(b) No deduction in respect of 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 holiday 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 with the provisions of the Public Holidays Act 1955 and its amendments which provides that it is always observed on a Monday.

(c) All holidays mentioned in subclause (a) shall be paid for as 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 prescribed in subclause (c).

ANNUAL HOLIDAYS

8. (a) 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 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 purposes 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) 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 subclause (a) of this clause. The third week's holiday may be taken in conjunction with or separate from the first two week's holiday as the employer may decide.

(c) 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.

(d) 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 (e) 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.

(e) 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.

(f) 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 Holiday Act 1944.

(g) 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 these workers is for any reason discontinued, and at the date of commencement of any such period any such worker has not become entitled to any 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.

(h) Where a worker is entitled to an annual holiday of three weeks instead of two weeks the provisions of subclauses (e) and (g) 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.

(i) The employer shall give at least one months notice of the commencing date of annual holidays.

MINIMUM WEEKLY PAYMENT

9. All workers coming within the scope of this agreement shall receive a minimum payment, exclusive of overtime earnings, of not less than \$61.33 per week. Overtime earnings shall mean all time worked outside the hours determined under clause 2 of this agreement as the 8 hour working day or work performed during the arranged meal break.

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

(c) A St. John Ambulance or similar first aid outfit shall be provided as near the boning room as possible.

(d) (i) All workers shall be supplied with materials necessary to carry on the work, such as overalls, aprons, jerseys, gloves, leggings, knives, steels, stones, pouches, boots, towels and soap.

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

(iii) All wearing apparel provided under this clause shall be laundered at least once a week by the employer.

(e) The union representative shall be allowed to visit the works to deal with any matter arising out of this agreement, but not so as to interfere unreasonably with the employer's business. Upon entering any factory covered by this agreement the union representative shall first make his presence known to the manager or his nominee before going about his union business.

(f) A continuous supply of hot and cold water for washing down shall be available at all times as far as practicable.

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

SICK LEAVE

11. (a) After twelve month's continuous service with the same employer, a full-time 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. Such sick pay to be accumulative up to ten days.

(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 hours normally worked on the days of absence.

(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) The worker shall within four hours of the commencement of such absence, inform the employer of his inability to attend work.

(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.

UNQUALIFIED PREFERENCE

12. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of the union of workers bound by this agreement, become a member of such union within two weeks 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) 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 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.

(NOTE — Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to the workers the right to join the union).

DISPUTES

13. 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 of 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

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

TERM OF AGREEMENT

15. This agreement shall come into force on the 10th day of May 1973 and shall continue in force until the 9th day of May 1974.

Signed on behalf of Air Foods N.Z. Ltd:

L. L. Blandford, General Manager.

Date 11th May 1973

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

W. R. Cameron, Authorised Agent.

Date 11th May 1973.