

**A. VERKERK LTD. – BONING, PROCESSING, PACKAGING AND
SMALLGOODS EMPLOYEES – INDUSTRIAL AGREEMENT**

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 31st day of May, 1973, between A. Verkerk Limited (hereinafter called the “employer”), and the New Zealand Meat Processers, Packers, Preservers, Freezing Works and Related Trades Industrial Union of Workers (hereinafter called “the union”).

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement shall apply to workers engaged in the normal and usual work carried out in the Boning, Processing, Packaging and Smallgoods Departments. (Packaging Department means; packaging of bone meats and smallgoods and all other classes of meat for the meat trade.)

HOURS OF WORK

2. The ordinary hours of work shall be 40 hours per week, eight hours (including “smoke-oh’s”) 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.
(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.

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” each morning and afternoon, and when working overtime, at intervals of two hours. When workers are required to commence work before 6 a.m. a smoke-oh break shall be allowed after the completion of two hours.

WAGES

6. (a) The following shall be the minimum rates for adult workers:

	Per Week	Basic Hourly Rate
	\$ c	\$ c
(i) Person in charge	69.16	1.729
(ii) Qualified Butchers and first Small-goods man	67.22	1.6805
(iii) Head Bacon Curer	65.28	1.632
(iv) Workers employed trimming, and all other workers	59.40	1.485

(b) Employment of Youths:

	Per Week	
	\$	c
From 16 to 17 years of age	35	00
From 17 to 18 years of age	39	00
From 18 to 19 years of age	45	00

Thereafter, the minimum rate of wages for adult workers.

(c) The proportion of youths shall not be more than one to three or fraction of three adult workers.

WAITING TIME

7. When workers are required to wait for work at any time after the arranged time of starting, they shall be paid at the appropriate rate for all time so waited.

HOLIDAYS

8. (a) All workers shall receive the following holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Boxing Day, Show Day and one other day to be mutually agreed upon.

(b) When a holiday other than Anzac Day falls on a Saturday or on a Sunday, such holiday shall be observed on the following Monday. When Christmas Day falls on a Sunday, Boxing Day shall be observed on the Tuesday following.

(c) Except as otherwise provided herein, all holidays mentioned in subclause (a) of this clause shall be paid for as an ordinary working day of eight hours.

(d) All time worked on holidays, mentioned in subclause (a) of this clause shall be paid for at double rates in addition to the ordinary rates.

(e) Subclause (c) of this clause shall be subject to the conditions of the Factories Act 1946.

ANNUAL HOLIDAYS

9. (a) Except as otherwise provided, every worker shall at the end of each year of his employment by an 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 as 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) Holidays shall be allowed in accordance with the Annual Holidays Act and its amendments provided that on the completion of two years continuous service with the same employer the annual holidays shall be three weeks.

(c) For the purpose 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 Holidays Act 1944.

(g) Where it is customary for any employer to allow annual holidays to 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.

(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 month's notice of the commencing date of annual holidays as far as practicable.

LONG SERVICE LEAVE

10. A worker shall be entitled to special holidays as follows:

- (1) One special holiday of two weeks after the completion of twenty years and before the completion of thirty years of continuous service with the same employer.
- (2) One special holiday of three weeks after the completion of thirty years and before the completion of forty years of continuous service with the same employer.
- (3) One special holiday of five weeks after the completion of forty years continuous service with the same employer.
- (4) Should a worker have completed thirty years of continuous service with the same employer prior to the date of this agreement he shall not be entitled to the special holiday provided in subclause (1).
- (5) Should a worker have completed forty years of continuous service with the same employer prior to the date of this agreement he shall not be entitled to the special holiday provided in subclauses (1) or (2).
- (6) All such special holidays provided for in subclauses (1), (2) and (3) shall be on ordinary pay as defined by the Annual Holidays Act 1944 and may be taken in one or more periods and at such time or times as may be agreed by the employer and the worker.
- (7) If a worker having become entitled to a special holiday leaves his employment before such holiday has been taken he shall be paid in lieu thereof.
- (8) "Continuous service" shall also mean service by any seasonal worker who has been employed by one and the same employer for a period of at least two calendar months in each season in each of 20, 30 or 40 consecutive years as the case may be.

SICK LEAVE

11. (a) Any employee absent on account of personal sickness or on account of an injury, not subject to compensation, shall be entitled to sick leave on the following basis.

(b) After six months employment, employees qualify for five (5) days sick leave annually, accumulative up to a maximum of ten (10) days by carrying forward from one year to another any unused sick leave.

(c) Payment for sick leave shall be calculated at ordinary time rates of pay.

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

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

(f) The employer may, at his discretion, demand a doctor's certificate to be produced from any employee claiming sick pay at the employer's expense.

(g) The worker shall ensure notice is given to the employer, not later than 9 a.m. on the first day of absence due to illness.

GENERAL CONDITIONS

12. (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) One week's notice of termination of employment shall be given by the employer or the worker, as the case may be, but this shall not prevent the employer from summarily dismissing the worker for misconduct. If appropriate notice is not given, one weeks notice shall be paid or forfeited as the case may require.

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

(e) (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, gum boots, towels and soap.

(ii) All materials worn out as a 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.

(f) The union representative shall be allowed to visit the works to deal with any matter arising out of this agreement, but not so far 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.

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

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

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 shall if he is not already a member of a union of workers bound by this agreement, become a member of such union within seven days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult worker 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 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 agreement 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 day's 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 upon such wage without having the same so fixed.

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

HYGIENE

15. The parties to this agreement undertake to comply with the requirements of the Department of Agriculture pursuant to the Meat Regulations 1969.

EXEMPTION OF FOREMEN, ETC.

16. This agreement shall not apply to the foremen.

MATTERS NOT PROVIDED FOR

17. Anything not provided for in this agreement, or any dispute that may arise over anything that is provided for in the agreement, shall be mutually arranged between two representatives of the union and the works management. In the event of their being unable to agree, the matter shall be referred to the Conciliation Commissioner for settlement. Either side, if dissatisfied with the decision of the Conciliation Commissioner, shall have the right to appeal to the Court.

SCOPE OF AGREEMENT

18. This agreement shall apply to A. Verkerk Ltd., Christchurch, and shall bind the parties named herein.

TERM OF AGREEMENT

19. This agreement shall come into force on the 30th day of October 1972 and shall continue in force until the 2nd day of November 1973.

Signed on behalf of A. Verkerk Ltd. Meat Wholesalers:

A. Verkerk.

Signed on behalf of the New Zealand Meat Industry and Related Trades Industrial Union of Workers:

W. R. Cameron, Agent.

Seal placed by my hand this day, the 6th day of June, 1973:

F. E. McNulty, General Secretary.