

SLINK SKINS (AUCKLAND) LIMITED – INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 6th day of August 1973 between Slink Skins (Auckland) Ltd., (hereinafter called “the employers”) of the one part and the Auckland Freezing Works and Abattoir Employees Industrial Union of Workers (hereinafter referred to as “the union”) of the second part.

Witnesseth that it is hereby mutually agreed between the union and the employer as follows:

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement shall apply to the Skinners and Labourers employed by the employers at their respective factories in the Northern Industrial District which is covered by the Auckland Freezing Works and Abattoir Employees Industrial Union of Workers.

HOURS OF WORK

2. The hours of work will be flexible and run until the supply of lambs is finished that day. Four hours of work will be guaranteed whilst the factory is open.

OVERTIME

3. The Skinners rate of pay as mentioned in clause 4 is per skin rate and incorporates ordinary time and overtime in such amount.

Labourers – The first four hours on Monday to Friday are classified as ordinary time, the next three hours at time and a half and thereafter double time.

On Saturday the first three hours are classified as time and a half, thereafter double time. All time worked on Sunday is classified at double time.

WAGES

4. (a) Skinners shall be paid at a flat rate per skin of 7.00 cents per skin covering ordinary and overtime. Minimum wage for any day is 160 lambs at 7.00 per lamb. In recognition of this no waiting time is payable.

(b) Labourers rates of pay are \$1.57 per ordinary hour; \$2.36 for time and a half and \$3.15 for double time rates.

(c) After prior notice being given by the foreman to the employees no payment will be made for any cut or ripped skin. The foreman will be responsible to determine tallies and reject skins.

(d) These wages include allowance for such items as the handling of dead stock.

(e) Wages shall be paid weekly not later than Thursday for the week ended on the previous Sunday night.

HOLIDAYS

5. (a) The following holidays shall be allowed without deduction of pay: Christmas Day, Boxing Day, New Year’s Day, the day following New Year’s Day, Anniversary Day, (or a day in lieu thereof) Anzac Day, Good Friday, Easter Monday, Labour Day, and the birthday of the reigning Sovereign.

(b) All holidays mentioned in clause 5 (a) shall be paid for as an ordinary working day of eight hours; Skinners shall be paid at the rate of \$1.973 per hour and labourers at the rate of \$1.57 per hour.

(c) All work performed on holidays mentioned in subclause 5 (a) shall be paid for at double rates.

(d) Annual holidays: Recognising the present short duration of the employers working season, holidays shall be paid at 4 percent of the employee's gross earnings, but where any employee has worked for more than two seasons for any one employer, holidays shall be paid at 5 percent of the employee's gross earnings and where any employee has worked for more than five seasons for any one employer, holidays shall be paid at 6 percent of the employee's gross earnings.

TERMINATION OF EMPLOYMENT

6. Whilst the employer will endeavour to give the maximum notice of the end of the season, a minimum of one day's notice of termination or dismissal shall be given, but this will not prevent the employer from summarily dismissing a worker for serious misconduct. Similarly the employee shall give one day's notice of termination of employment. Failure to give such notice shall render the employer liable to the payment of one day's pay in lieu of notice and the worker to the forfeiture of one day's pay.

GENERAL CONDITIONS

7. (a) The number of lambs to be handled will be variable numbers reaching their peak at about mid September.

(b) Work will be carried out on seven days per week.

(c) The employer will supply leggings, a knife and gumboots which will remain the employer's property.

(d) Tea, hot water and a warming oven will be supplied by the employer. When, without notification on or before the previous day, an employee is required to work more than eight hours on any day, the employer shall allow meal money at the rate of \$1.00 per meal.

(e) Employers Liability Insurance will be paid by and arranged by the employer.

(f) It is understood that the employer has no control over the volume of dead lambs arriving from day to day and decisions on appointment and discharge of casual gangs can only be made from time to time as circumstances warrant.

(g) When a gang is capable of skinning at the rate of 40 per man per hour, to the satisfaction of the foreman, this shall be deemed as tally.

(h) A grindstone shall be available at the employers factory.

DISPUTES

8. Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer and the secretary or president of the union and in default of agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, 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.

UNQUALIFIED PREFERENCE

9. (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) 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 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 for the time being is in receipt of not less than the minimum rates 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.)

RIGHT OF ENTRY UPON PREMISES

10. 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.

FUTURE PAY MOVEMENTS

11. It is agreed by the parties to this agreement that future movements in rates of pay on any renewal of this agreement, will be in line with those achieved in the New Zealand Freezing Workers Award.

TERM OF AGREEMENT

12. This agreement shall be deemed to come into force so far as wages and other conditions are concerned on the 1st July 1973 and it shall continue in force until the 30th June 1974.

Dated at Auckland this 6th day of August 1973.

On behalf of the Auckland Freezing Works and Abattoir Employees Industrial Union of Workers:

F. E. Barnard, Agent.

On behalf of Slink Skins (Auckland) Limited:

S. F. M. Cowan.