

**FARM MEATS (WAIRARAPA) LTD EMPLOYEES – AGREEMENT
UNDER LABOUR DISPUTES INVESTIGATION ACT 1913**

This agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 12th day of October 1973, between the Farm Meats (Wairarapa) Ltd Society of Workers, (hereinafter called “the Society”) of the one part, and Farm Meats (Wairarapa) Ltd (hereinafter called “the employer”) of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

1. That the terms, 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. That 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.

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement shall apply to workers employed in the slaughtering of animals and the cutting up, freezing, cooking, canning and/or packing of dog or pet foods in the premises of Farm Meats (Wairarapa) Ltd, Waingawa, Masterton.

HOURS OF WORK

2. (a) Except as hereinafter provided, the ordinary hours of work shall be eight per day, to be worked between 6.30 a.m. and 5.30 p.m. each day from Monday to Friday, both days inclusive.

(b) One hour shall be allowed for mid-day meal each day, but an employer may agree with his workers to allow not less than half an hour for mid-day meal so that work shall cease one half hour earlier.

OVERTIME

3. (a) All time worked outside or in excess of the hours prescribed in clause 2 of this agreement shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter. All overtime shall be calculated daily.

(b) When workers are called upon to work overtime after 6 p.m. and cannot reasonably get home to their meal and return in one hour, the employer shall either allow meal money at the rate of \$1.00 per meal or provide a meal of equivalent value on the premises.

WAGES

4. (a) The minimum rates of pay for adult male workers shall be:

	Per Hour	Per Week
	\$	\$
Slaughterman in Charge	2.145	85.80
Slaughtermans Assistant	1.80	72.00
Cutter and Processor in Charge	2.145	85.80
Cutter and Processor Assistant	1.80	72.00
Bye Products Worker in Charge	2.145	85.80
Bye Products Assistant	1.80	72.00
Factory Foreman	—	2.00

per week in excess
of above basic
weekly rates.

(b) The minimum rates of pay for male workers under the age of 20 years shall be:

Under 17 years of age — 70 percent of adult wage = \$50.40 per week
 17 to 18 years of age — 75 percent of adult wage = \$54.00 per week
 18 to 19 years of age — 80 percent of adult wage = \$57.60 per week
 19 to 20 years of age — 85 percent of adult wage = \$61.20 per week
 Thereafter in accordance with subclause (a) of this clause.

CASUALS

5. (a) A casual is a worker who is employed for less than one week at one engagement.

(b) The minimum rate of pay for casual adult male workers shall be \$1.80 per hour. The minimum rate of pay for casual male workers under the age of 20 years shall be calculated according to the percentages of \$1.80 per hour set out in clause 4 (b) hereof.

TOOLS

6. All necessary tools shall be supplied by the employer.

HOLIDAYS

7. (a) The recognised paid holidays shall be: New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day and Anniversary Day.

(b) For work done on the above holidays double time shall be paid in addition to the holiday pay. Work done on Sundays shall be paid for at double time rates.

(c) (i) An annual holiday shall be allowed as provided in the Annual Holiday Act 1944. Provided, however, that on the completion of two years' continuous service with the same employer each worker shall for the second and subsequent years be allowed in lieu of two weeks an annual holiday of three weeks. The third week's holiday may be allowed either in conjunction with or separately from the first two weeks as the employer may decide.

Payment for annual holidays shall be on the basis of the worker's average weekly earnings for the year (or lesser period where applicable) immediately preceding his annual holiday entitlement, 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 purpose of calculating a worker's average weekly earnings for the year a divisor of 52 shall be used. A close-off date for the purpose of calculation may be fixed by the employer at other than the anniversary date of the worker's commencement of employment.

(ii) In addition such a worker shall, after 20 years of such employment, be entitled once only to a special holiday of two weeks, and after 30 years of such employment be entitled once only to a special holiday of three weeks, and after 40 years of such employment be entitled once only to a special holiday of five weeks. All such special holidays shall be on ordinary pay as defined by the Annual Holidays Act and may be taken either in conjunction with the annual holiday or at such other time as may be agreed by the employer and worker.

(d) 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 those 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 that 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 on that date, including amounts to which he is entitled in respect of any special holidays, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.

SICK PAY

8. (a) After 12 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 calculated at the rate of his ordinary pay. Sick pay shall accumulate up to a maximum of ten days by carrying forward from one year to another any unused sick pay of up to five days provided that payment for any absence on account of sickness shall not exceed five days at any one time.

(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 working days for which the worker's ordinary weekly pay is paid.

(d) Absence of one day only 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 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.

TERMINATION OF EMPLOYMENT

9. Not less than one week's notice shall be given by either party of the termination of employment except in the case of casual workers when the period of notice shall be not less than two hours: Provided, however, that nothing in this clause shall prevent an employer from summarily dismissing any worker for misconduct. Where the employment is terminated without the requisite notice one week's wages or two hours shall be paid or forfeited as the case may require. In the case of a worker leaving of his own accord all monies due at such time shall be paid without undue delay, and in the case of a dismissal of a worker he shall be paid immediately.

PAYMENT OF WAGES

10. (a) Wages shall be paid weekly not later than Thursday, except that in the case of a holiday falling on a Friday wages shall be paid not later than the previous Wednesday.

(b) The employer shall itemise the payment setting out all payments and deductions from the weekly wage.

(c) No more than two clear days shall be kept in hand by the employer.

(d) 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 not arising out of and in the course of employment.

GENERAL

11. (a) Boiling water shall be supplied for meals.

(b) Workers employed in damp or wet places shall be supplied with gumboots. Where gumboots have already been worn by another person they shall be disinfected or sterilised before being issued to a worker.

(c) Where necessary, workers shall be supplied with suitable gloves in accordance with the nature of the work.

(d) Waterproof aprons shall be provided where it is necessary to prevent the worker's clothes from becoming wet or damp.

(e) Accommodation and facilities shall be provided in accordance with the provisions of the Factories Act 1946.

(f) The lunch room provided shall be kept clean and adequately heated by the employer.

(g) A suitable first aid outfit shall be provided at the factory.

(h) A 10 minute rest period shall be allowed in the morning and afternoon to all workers without deduction of pay, and a worker shall be appointed to make morning and afternoon tea.

(i) No worker shall be called upon to handle or truck any package exceeding 3 cwt. in weight without the assistance of another worker.

(j) No individual worker shall be required to carry any goods exceeding 112 lb. in weight.

(k) Workers shall be allowed five minutes' washing and changing time before the cessation of work for the day.

(l) Suitable lockers shall be provided for each worker to hang his clothes.

MATTERS NOT PROVIDED FOR

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

TERM OF AGREEMENT

13. (a) This agreement shall apply from 12 October 1973 to 12 October 1974.

(b) In the event of this agreement not being renewed by expiry date, it shall remain in full force and effect until a new agreement has been made subject to termination by either party upon giving thirty days' written notice.

Signed for and on behalf of Farm Meats (Wairarapa) Ltd:

G. Thomas.

Witness to above signature – I. Burns.

Signed for and on behalf of the Farm Meats (Wairarapa) Ltd Employees' Society of Workers:

I. B. Wilton.

Witness to above signature – G. E. Falesne.

(This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Wellington pursuant to section 8 (1) of the said Act, on the 29th November 1973.)