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**Otago and Southland Poultry Workers –
Collective Agreement (Conciliated)**

Dated 3/12/74

NOTE: See Clause 22 herein for the date on which rates of wages come into force

**OTAGO AND SOUTHLAND POULTRY WORKERS—
REGISTERED COLLECTIVE AGREEMENT**

In the Industrial Commission of New Zealand—In the matter of the Industrial Relations Act 1973; and in the matter of the Otago and Southland Poultry Workers Dispute of Interest between the New Zealand Meat Processors, Packers, Preservers, Freezing Works and Related Trades Industrial Union of Workers, and the undermentioned:

Farm Products Trading Division of Otago Co-operative Egg Producers Association Ltd., 15 Tees Street, Oamaru.
Featherbrand Foods Ltd., Hillside Road, Dunedin (P.O. Box 413).
Poultry Farmers Co-operative Ltd., Leven Street, Invercargill.
Prestige Meats Limited, Underwood, R.D.4, Invercargill.
John M. Fraser and Co. Limited, 165 Bond Street, Dunedin.

The Industrial Commission, having before it the terms of a conciliated settlement arrived at in the above-mentioned dispute of interest and notified to the Commission pursuant to the provisions of section 82 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule hereto, and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and
2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 3rd day of December 1974.

(L.S.)

G. O. Whatnall, President.

ARRANGEMENT OF AGREEMENT
INDEX

Clause Number	Title
1	— Industry to Which Agreement Applies
2	— Hours of Work
3	— Overtime
4	— Smoko
5	— Wages
6	— Employment of Juniors
7	— Holidays
8	— Annual Holidays
9	— Sick Pay
10	— Termination of Employment
11	— Payment of Wages
12	— General Conditions
13	— Part-Time Workers
14	— Right of Entry
15	— Disputes
16	— Personal Grievances
17	— Unqualified Preference
18	— Under-Rate Workers
19	— Exemption
20	— Application of Agreement
21	— Scope of Agreement
22	— Term of Agreement

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. (a) This agreement shall apply to poultry factory employees in the receiving, dressing, packaging, freezing, and despatching of dressed poultry required for the poultry wholesale trade.

(b) This agreement shall not apply to the parties covered by the Canterbury, and Otago and Southland Bacon Factories' and Smallgoods Factories' Employees Agreement.

HOURS OF WORK

2. (a) The ordinary hours of work shall consist of 40 hours per week, eight hours to be worked on five days of the week, Monday to Friday inclusive, between 7.30 a.m. and 5 p.m.

(b) One hour shall be allowed for all meals, except where otherwise mutually arranged to the satisfaction of a majority of the workers in each factory.

OVERTIME

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

Overtime shall be calculated on a daily basis.

(b) All work performed on a Sunday shall be paid for at double time.

(c) When workers are required to work overtime without having been notified the previous day, a suitable meal shall be provided by the employer for workers who cannot reasonably return to their homes for a meal, or the sum of 95 cents shall be paid.

(d) When workers are employed before 5 a.m. they shall be allowed time off to partake of breakfast.

SMOKO

4. Ten minutes' spell without stoppage of pay shall be allowed all hands for smoko every morning and afternoon.

WAGES

5. (a) The following shall be the minimum rates of wages for workers 18 years of age and over:

	Males Per Week	Females Per Week	Second Step Equal Pay Payable on and from 1 October 1974
	\$	\$	\$
Leading Hand	71.46	57.16	60.74
Feeder	68.43	54.74	58.16
Gutter	67.11	54.30	57.50
Packer	64.12	51.36	54.55
All other workers	61.23	48.46	51.65

(b) For the purposes of subclause (a) of this clause the following definitions shall apply:

Leading Hand — A worker placed in charge of three or more workers.

Feeder — A worker employed feeding birds into killing, scalding and plucking machines.

Gutter — A worker employed gutting, cropping and washing.

Packer — A worker employed packing and operating packing machines.

(c) A worker who has completed or who completes 12 months' continuous service with the same employer shall be paid \$1.15 per week in addition to the rates prescribed in subclause (a) of this clause.

EMPLOYMENT OF JUNIORS

6. (a) Juniors up to the age of 18 years may be employed in the proportion of one junior to every three adult workers employed and paid in accordance with subclause (a) of clause 5 of this agreement.

(b) The following shall be the minimum rates of wages for juniors:

Under 18 years of age — \$40.88 per week.

Thereafter in accordance with subclause (a) of clause 5 of this agreement.

HOLIDAYS

7. (a) All workers shall receive the following holidays in each year: New Year's Day, 2nd January, New Zealand Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Show Day or Anniversary Day or another day in lieu thereof, Christmas Day and Boxing Day.

(b) When a holiday, other than New Zealand Day or Anzac Day, falls on a Saturday or on a Sunday such holiday shall be observed on the Monday following, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(c) All work performed on holidays mentioned in subclause (a) of this clause shall be paid for at double rates in addition to the ordinary rates.

Any work performed on Easter Saturday shall be paid for at double rates.

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 three 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 per cent 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) The third week may be allowed either in conjunction with or separately from the first two weeks and shall be taken at a time convenient to the employer.

(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 6 per cent of his gross taxable earnings, but not exceeding 7.8 per cent 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 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 three 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 6 per cent of his gross taxable earnings but not exceeding 7.8 per cent 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.

SICK PAY

9. (a) (i) 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.

(ii) Sick pay shall accumulate up to a maximum of 15 days by carrying forward from one year to another any unused sick pay of up to ten 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 agreement 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) The worker shall 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.

(h) This clause shall not apply to absence covered by accident compensation.

TERMINATION OF EMPLOYMENT

10. One week's notice of the termination of the 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 a worker for misconduct. If the requisite notice is not given, one week's wages shall be paid or forfeited as the case may require.

PAYMENT OF WAGES

11. (a) Wages shall be paid weekly not later than Thursday, in the employer's time. Two days' lie-time shall be allowed. Any error or omission in the pay sheets shall be adjusted within 48 hours after notice has been given.

(b) Where wages are weekly, no deduction shall be made therefrom save for time lost through the workers' sickness, accident, or default.

GENERAL CONDITIONS

12. (a) A St John Ambulance or similar first aid outfit shall be supplied in each factory.

(b) (i) Workers shall be provided with all necessary knives, steels, pouches, and belts.

(ii) Workers shall be supplied where necessary with gumboots, boots, leggings, waterproof aprons, bib overalls, and towels. All such equipment when worn out as the result of fair wear and tear shall be replaced by the employer.

(iii) All such gear and clothing as is mentioned in paragraphs (i) and (ii) of this subclause, shall remain the property of the employer and such clothing shall be worn on the employer's premises only. Workers shall be responsible for the proper care of clothing and equipment supplied to them.

(iv) Overalls and towels shall be laundered at least once each week by the employer.

(c) A sufficient supply of good boiling water shall be provided convenient to the dining room.

(d) No reduction shall be made in the wages of any worker at present employed by virtue of the coming into force of this agreement.

PART-TIME WORKERS

13. (a) Where the employer does not regularly require the services of a worker for the full period of 40 hours per week he shall pay such worker pro rata the appropriate rate of wages plus 10 per cent.

(b) Where a worker is unable to accept full-time employment the employer shall pay such worker pro rata the appropriate rate of wages.

RIGHT OF ENTRY

14. The secretary or other authorised representative of the union 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.

DISPUTES

15. (a) The procedure set out in the succeeding provisions of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on:

(i) The interpretation of this instrument; or

- (ii) Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.
- (b) Either the workers' union or the employer or employers who are parties to any such dispute may invoke the procedure.
- (c) The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be:
 - (i) Mutually agreed upon by the parties; or
 - (ii) If there is no such agreement, either a conciliator or a person appointed by him.
- (d) A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either:
 - (i) Make a decision, which shall then be the decision of the committee; or
 - (ii) Refer the dispute forthwith to the Industrial Court for settlement.
- (e) Subject to the right of appeal conferred by subclause (f) of this clause, the decision of the committee shall be binding on the parties to the dispute.
- (f) Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall:
 - (i) Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and
 - (ii) Within seven days after the date on which the notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and
 - (iii) Specify in each such notice the decision of the part of the decision to which the appeal relates.
- (g) The essence of this clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that:
 - (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
 - (ii) While the provisions of this clause are being observed no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(NOTE—This clause has been inserted in accordance with the requirements of section 115 of the Industrial Relations Act 1973.)

PERSONAL GRIEVANCES

- 16. (a) For the purposes of this clause, the expression "personal grievance" means any grievance that a worker may have against his employer because of a claim that he has been unjustifiably dismissed, or that other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.
- (b) The standard procedure for the settlement of any personal grievance shall include the following:
 - (i) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure;
 - (ii) As soon as practicable after a personal grievance arises, the worker shall

submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin;

- (iii) Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify the branch secretary or secretary or a duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative;
 - (iv) If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker's grievance, and of the issues, for all subsequent consideration of the case;
 - (v) The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding three) nominated respectively by the union and the employer, with or without a chairman as the parties may decide;
 - (vi) The employer shall have the right to be assisted or represented before the grievance committee by an employers' organisation;
 - (vii) If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court;
 - (viii) The reference to the Court may be made by the employer or his representative, or by the worker's union or its representative, or by both;
 - (ix) The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a decision or award by way of a final settlement which shall be binding on the parties;
 - (x) It shall be the duty of every party to the award or agreement to promote the settlement of personal grievances under the procedures hereinbefore provided and to abstain from any action that might impede the effective functioning of the procedures.
- (c) For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen:
- (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
 - (ii) While the provisions of the procedure for the settlement of the personal grievance are being observed, no such employer shall by reason of the dispute, dismiss any worker directly involved in the dispute.
- (d) Any statements made or information given in the course of any proceedings before a grievance committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.
- (e) In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this clause may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:
- (i) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him;
 - (ii) His reinstatement in his former position or in a position not less advantageous to him;
 - (iii) The payment to him of compensation by his employer.
- (NOTE—This clause has been inserted in accordance with the requirements of section 117 of the Industrial Relations Act 1973.)

UNQUALIFIED PREFERENCE

17. (a) Any adult 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 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 of any age who for the time being is in receipt of not less than the minimum rate of wages payable to a person of the age of 18 years.

(NOTE—Attention is drawn to section 104 of the Industrial Relations Act 1973 which gives to workers the right to join the union.)

UNDER-RATE WORKERS

18. (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 application of the worker after due notice to the union, by the local Inspector of Awards and Agreements 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 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 and Agreements 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.

EXEMPTION

19. Nothing in this agreement shall apply to foremen.

APPLICATION OF AGREEMENT

20. This agreement shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this agreement comes into force or at any time whilst this agreement is in force, connected with or engaged in the industry to which this agreement applies within the industrial district to which this agreement relates.

SCOPE OF AGREEMENT

21. This agreement shall operate throughout the Otago and Southland Industrial District.

TERM OF AGREEMENT

22. This agreement, in so far as the provisions relating to the rates of wages to be paid are concerned, shall, except where otherwise specified, be deemed to have come into force on the 5th day of August 1974, and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 2nd day of December 1975.

In witness whereof the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand this 3rd day of December 1974.

(L.S.)

G. O. Whatnall, President.

MEMORANDUM

This collective agreement incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Conciliation Council. The unqualified preference provision (clause 17) has been inserted in accordance with the agreement of all the assessors.

The rates of remuneration prescribed by this collective agreement are NOT to be increased by the application of the 9 per cent general wage adjustment that was effective from 1 July 1974 pursuant to the Wage Adjustment Regulations 1974.

The representatives of the parties advise that provision has been made for the second step in the implementation of equal pay by decreasing the differential between female and male rates by one-quarter as from 1 October 1974.

G. O. Whatnall, President.