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**Canterbury Gelatine and Glue Workers –
Collective Agreement (Conciliated)**

Dated 5/12/74

NOTE: See Clause 20 herein for the date on which rates of wages came into force

**CANTERBURY GELATINE AND GLUE 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 Canterbury Gelatine and Glue Workers Dispute of Interest between the New Zealand Meat Processors, Packers, Preservers, Freezing Works and Related Trades Industrial Union of Workers and the undermentioned:

Davis Gelatine (New Zealand) Limited, Connal Street, Christchurch 2.

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 5th day of December 1974.

(L.S.)

G. O. Whatnall, President.

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SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. The industry to which this agreement shall apply is gelatine and glue manufacturing as carried on by Davis Gelatine (NZ) Limited.

HOURS OF WORK

2. (a) The ordinary hours of work shall consist of 40 hours, eight hours to be

worked on five days of the week, Monday to Friday inclusive, between 8 a.m. and 5 p.m. One hour shall be allowed for lunch, but this period may be reduced to not less than half an hour by mutual agreement between the union and employer.

(b) *Shifts* (i) Shifts may be worked to whatever extent may be deemed necessary to cope with the work; and a shift shall consist of eight consecutive hours, including 20 minutes' crib time and two smokos. Workers employed on regular rotating shifts shall be paid \$1.08 per shift in addition to their ordinary rate of pay.

(ii) All time worked in excess of eight hours on five days of the week, Monday to Friday inclusive, shall be paid for at overtime rates.

(iii) When a worker is employed on shift work for less than three consecutive working days the provisions of subclause (a) of this clause shall apply.

(iv) Where shifts are changed by personal arrangement of the man concerned, overtime shall not become payable by reason of such change.

(c) Notwithstanding the provisions of subclause (a) of this clause, the management may, by agreement with the union, vary the daily hours of commencing and ceasing work.

(d) Where necessary, Saturday work may be performed at overtime rates.

WAGES

3. The following shall be the minimum rates of wages:

						Per Hour
						Cents
(a)	(i)	Gelatine workers	...	...	...	185
		Agar workers	...	...	...	185
		Drying plant workers	...	...	...	185
		Yard workers	...	...	...	185
		Grease plant workers	...	...	...	185
		Adhesive department workers	...	...	...	185
		All other workers	...	...	...	180
	(ii)				Males Per Hour Cents	Females Per Hour Cents
		Proprietary packaging workers—				
		First six months	...	...	150	125
		Second six months	...	...	170	142
		Thereafter	...	...	180	150

(b) *Special payments*—

- (i) Workers whilst engaged unloading hot gelatine and glue pans or hot agar digestors, when working inside these pans and digestors, shall be paid 25 cents per pan or digestor each extra. Double this rate shall be paid when unloading a pan which has added to it semi-extracted material from another pan.
- (ii) Workers engaged shovelling and trimming sulphur in bulk shall be paid 19 cents per hour extra.
- (iii) Workers emptying sewer-settling pits shall be paid 19 cents per hour extra.
- (iv) Workers cleaning out under boards in boiling pans shall be paid 20 cents per pan extra.
- (v) Workers unloading cold bone pans shall be paid 14 cents per pan each extra.
- (vi) Workers packing adhesive powder shall be paid 11 cents per hour each extra.
- (vii) Workers manually unloading and stacking bagged lime shall be paid 8 cents per hour extra whilst so engaged.

- (viii) Workers required to work in continuous rain for one hour or longer shall be paid 7 cents per hour extra for the time so spent in the rain.
- (ix) Workers spreading glue and handling slab glue shall be paid 10 cents per hour extra while so engaged.
- (x) All workers whose work necessitates the wearing of gumboots shall be paid 6.5 cents per hour extra whilst so doing.
- (xi) Operators of 2 ounce gelatine machine shall be paid 7 cents per hour extra whilst so employed.
- (xii) Workers employed sifting, blending, and bagging gelatine shall receive 8 cents per hour extra while so employed.

EMPLOYMENT OF JUNIORS

4. (a) Juniors may be employed at the discretion of the employer at not less than the following weekly rates of wages:

	Per Week
	\$
Under 18 years of age	41.65
18 to 18½ years of age	44.00
Thereafter the appropriate adult rate.	

(b) Juniors shall not be employed in the yard.

OVERTIME

5. (a) Except where otherwise provided, all time worked in excess of the hours mentioned in clause 2 of this agreement in any one day shall be considered overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter. This shall apply to men on shift only after eight hours have been worked.

(b) Workers called out on Saturday mornings shall receive a minimum of four hours and shall be paid three hours at time and a half and thereafter double time.

(c) All time worked after noon on Saturdays shall be paid for at double time rates.

(d) All work performed on Sundays shall be paid for at double rates with a minimum payment of three hours.

HOLIDAYS

6. (a) The following shall be the recognised holidays: New Year's Day, the day following New Year's Day, New Zealand Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Show Day, Christmas Day and Boxing Day.

(b) When any of the above holidays, other than New Zealand Day or Anzac Day, falls on a Sunday, such holidays shall be observed on the following Monday. When Christmas Day falls on a Sunday, Boxing Day shall be observed on the Tuesday following.

(c) Payment for the abovementioned holidays shall be made to all hourly workers in accordance with the provisions of the Factories Act 1946: Provided that no worker shall receive payment for any holiday or part of a holiday which falls outside of the ordinary working week.

(d) All work performed on the abovementioned holidays shall be paid for at double rates in additions to any payment to which a worker is entitled under subclause (c) of this clause.

ANNUAL HOLIDAYS

7. (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 of the holiday prescribed in subclause (a) of this clause may be taken in conjunction with or separately from the first two weeks by mutual agreement.

(c) In addition to the annual holidays provided in subclause (a) of this clause, shift workers regularly and continuously employed on rotating shifts shall be allowed one extra week's holiday upon the completion of the year's service as a shift worker; the extra one week may be allowed either in conjunction with or separately from the holidays provided in subclause (a) of this clause as the employer may decide. Any worker who is regularly and continuously employed for over six months but less than 12 months on rotating shifts shall be allowed a corresponding proportion of the extra week's holiday.

(d) 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.

(e) Where a holiday is taken in more than one period the amount payable 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 (f) 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.

(f) 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.

(g) 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.

(h) 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.

(i) Where a worker is entitled to an annual holiday of four weeks instead of three weeks the provisions of subclauses (f) and (h) of this clause shall be modified to provide payment of an amount equal to 8 per cent of the worker's gross taxable earnings but not exceeding 10.4 per cent of his gross ordinary pay for the period of his employment.

(j) Where practicable, the employer shall give at least two month's notice to his employees of annual holidays pending and each employee shall be advised of the date at which he is required to commence his holiday period.

LONG SERVICE LEAVE

8. (a) A worker shall be entitled to special holidays as follows:

- (i) One special holiday of two weeks after the completion of 20 years and before the completion of 30 years of continuous service with the same employer;
- (ii) One special holiday of three weeks after the completion of 30 years and before the completion of 40 years of continuous service with the same employer;
- (iii) One special holiday of five weeks after the completion of 40 years' continuous service with the same employer.

(b) Should a worker have completed 30 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 paragraph (i) of subclause (a) of this clause. Should a worker have completed 40 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 paragraph (i) or (ii) of subclause (a) of this clause.

(c) All such special holidays provided for in subclause (a) of this clause 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.

(d) 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.

(e) The provisions of this clause shall not apply where an employer has in operation or brings into operation an alternative scheme for rewarding service, which is not less favourable to the worker than the foregoing, including any bonus or gratuity or superannuation scheme (whether or not such scheme is solely at the cost of the employer, but at no less cost to the employer than the cost involved in providing special holidays under this clause).

(f) No worker shall during any period when he is on special holiday engage in any employment for hire or reward.

SICK PAY

9. (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 be accumulated up to a maximum of 15 days by carrying forward from one year to another any unused sick pay of up to ten days.

(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 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 absences covered by the Accident Compensation Act 1972.

PAYMENT OF WAGES

10. Wages shall be paid weekly, Two days' lie-time shall be allowed. Any error or omission in the pay sheet shall be adjusted, where possible, within 48 hours.

TERMINATION OF EMPLOYMENT

11. Where the employment extends beyond one month, three days' 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. Should either party without good cause fail to give the notice required by this clause three days' wages shall be paid or forfeited as the case may be.

GENERAL PROVISIONS

12. (a) Ten minutes' smoko shall be allowed during morning and afternoon each day and after two hours when working overtime provided that work continues after the smoko break.

(b) (i) Each worker shall be supplied, where necessary, with aprons, two pairs of overalls, two hand towels, smocks, gloves, leggings, caps, clogs, gum-boots or buller boots. Oilskins shall be provided for workers called upon to work outside in the rain.

(ii) After a probationary period of one month, where necessary, workers shall be supplied with one pair of leather, steel-capped, working boots. Replacement shall be upon production of such footwear when worn out, with a maximum issue of one pair per annum. Should the worker's employment terminate before he has completed 12 months' service since his last issue of leather boots, he shall retain the boots and refund to the employer one-twelfth of the initial cost of the boots for each complete month by which his length of employment falls short of 12 months.

(iii) Proprietary packaging workers shall be entitled to a shoe allowance of \$3.75 per quarter to be paid quarterly.

(iv) A worker shall be responsible for all such equipment issued to him which when worn out as the result of fair wear and tear shall be replaced by the employer.

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

(c) A suitable covered bicycle-stand shall be provided.

(d) Effective respirators shall be allowed to workers employed on crushing Kesilghur and bonedust.

(e) A first aid outfit, suitably equipped, shall be available at the works.

(f) Workers shall be allowed ten minutes to cool off after completing work in hot pans.

(g) Any day worker called upon to work overtime after 6 p.m. and any shift worker called upon to work overtime after eight consecutive hours' work shall be allowed and paid for 20 minutes' crib time and shall be provided with a meal or shall be paid a meal allowance of \$1.10 per meal.

(h) No female worker shall be required to lift any weight in excess of 28 lbs.

(i) Suitable heated dressing rooms shall be provided for female workers.

CARE OF ACCOMMODATION

13. The union shall appoint delegates whose duty it shall be to see that the workers do everything in their power to keep the accommodation in a clean and tidy condition.

UNQUALIFIED PREFERENCE

14. (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 with 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 or upwards.

(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

15. (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.

RIGHT OF ENTRY

16. The secretary or other authorised officer of the local union of workers concerned 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, or collect union dues, but not so as to interfere unreasonably with the employer's business.

DISPUTES

17. (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 that 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 or 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 requirement of section 115 of the Industrial Relations Act 1973.)

PERSONAL GRIEVANCES

18. (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 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.)

SCOPE OF AGREEMENT

19. This agreement shall operate throughout the Canterbury Industrial District.

TERM OF AGREEMENT

20. This agreement, in so far as the provisions relating to the rates of wages to be paid under clauses 3 and 4 are concerned, shall be deemed to have come into force on the 1st day of October 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 30th day of September 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 5th day of December 1974.

(L.S.)

G. O. Whatnall, President.

MEMORANDUM

Associated with the terms of settlement was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 for the correction of an anomaly. The Commission is satisfied that pursuant to Regulation 7 an anomaly has been established and its order is incorporated in the document.

The unqualified preference provision (clause 14) 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.

Having regard to prevailing circumstances the Commission has, pursuant to section 92 (2) of the Industrial Relations Act 1973, consented to the specified period for which this agreement is to continue in force being less than one year from the date of registration of this agreement.

The parties wish to record that the second step in the implementation of equal pay under the Equal Pay Act 1972 in respect of proprietary packaging workers has been taken by increasing the percentage relationship of female rates of pay to 83.5 per cent of male rates effective from 1 October 1974.

G. O. Whatnall, President.