

NELSON CITY **ABATTOIR EMPLOYEES.**—INDUSTRIAL
AGREEMENT

In the Court of Arbitration of New Zealand, Nelson Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of an industrial agreement, made on the 15th day of October, 1943, between the Nelson Operative Butchers' Industrial Union of Workers and the Nelson City Corporation.

Friday, the 17th day of December, 1943

WHEREAS by Regulation 39 of the Economic Stabilization Emergency Regulations 1942 it is provided that where at any time during the present war any industrial agreement is made

in respect of any industry, no variation shall be made in the minimum rates of remuneration or the principal conditions of employment for the time being applying to that industry, except such adjustments of anomalies as this Court approves in that behalf, having regard to the general purpose of the regulations: And whereas on the 15th day of October, 1943, an industrial agreement was made between the Nelson Operative Butchers' Industrial Union of Workers, of the first part, and the Nelson City Corporation, of the other part: And whereas the Court has read the said industrial agreement and the submissions made to it by the duly appointed representatives of the parties: Now, therefore, this Court, having had regard to and taken into consideration the matters and things as required by the said regulations, doth hereby approve, for the purposes of the said regulations, the variations made in the said industrial agreement.

[L.S.]

A. TYNDALL, Judge.

NELSON CITY ABATTOIR EMPLOYEES.—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 15th day of October, 1943, between the Nelson Operative Butchers' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and the Mayor, Councilors, and Citizens of the City of Nelson (hereinafter referred to as "the employer"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:—

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 incorporated in and declared to form part of this agreement.

2. 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, but shall in all respects abide by and perform the same.

SCHEDULE

Hours of Work

1. (a) That the hours of work shall not exceed forty-four (44) per week, to be worked during such hours as may be agreed on by the abattoir-manager with the union to suit

the exigencies of the work, such hours not to exceed eight in any one day: Provided that on Saturdays work shall cease at twelve noon.

(b) That the working-hours may be worked on any day of the week, including Sunday, provided that when any work is done on a Sunday no work shall be done on the Saturday previous to such Sunday.

Wages

2. (a) The wages of slaughtermen shall be £6 per week.

(b) An allowance of £2 12s. per annum shall be made to all slaughtermen towards the cost of footwear (gum boots or clogs).

Overtime

3. (a) Overtime shall be paid at the rate of time and a half.

(b) Workers employed on Sundays or holidays shall be paid, in addition to the ordinary rates of pay, at not less than one-half of the ordinary rates of pay for time worked on such Sundays or holidays: Provided that in respect of all work done on holidays a minimum of four hours, and in respect of all work done on Sundays a minimum of six hours, shall be paid for at the aforesaid rate.

(c) For the purposes of this clause the ordinary rate of pay shall be at the rate of 2s. 9d. per hour.

Holidays

4. The holidays as provided for under the Factories Act shall be observed and paid for at ordinary rates of pay.

Should any of the above-mentioned holidays fall on a Sunday, then such holiday shall be observed on the following Monday. Should any such Monday, however, be also a holiday, such holiday shall be observed on the following Tuesday or on a date to be arranged between the employer and the workers.

Annual Holidays

5. A holiday of two weeks on full pay or, at the option of the employer, two weeks' pay in lieu thereof shall be granted to each worker on completion of each year of service, such service to date from the signing of this agreement. Any holidays due to workers as provided for in the previous award not already allowed shall be allowed on a *pro rata* basis up to the date of the signing of this agreement.

Disputes Committee

6. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded by stop-work meeting or otherwise but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement as to any matter whatever arising out of or connected therewith and not specifically dealt with in this agreement, every such dispute or difference as the same shall arise shall be referred to a committee to be composed of two representatives of the union and two representatives of the employer, such representatives to be appointed by their respective parties within fourteen days after the making of this agreement; and when a vacancy occurs on such committees the party concerned shall within fourteen days of such vacancy occurring fill such vacancy. The committee shall appoint some independent person as chairman, and such chairman shall be paid equally by both parties to this agreement. If the chairmanship of the committee becomes vacant, then another chairman shall be appointed within fourteen days of such vacancy. The decision of the majority of the committee shall be binding on both parties hereto, subject only to the right of either party to appeal to the Arbitration Court against any decision of the Disputes Committee upon giving written notice of such appeal to the other party within fourteen days after the decision of the Disputes Committee has been given.

Workers to be Members of Union

7. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person other than the manager or foreman who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union who was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Casual Labour

8. All casual workers shall be paid at the rate of not less than two shillings and ninepence (2s. 9d.) per hour, with a minimum of seven hours for any day on which such workers shall be employed. "Casual" to mean any person whose engagement is for a period of less than five and a half consecutive days.

Under-rate Workers

9. 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.

General

10. (a) All wages and overtime shall be paid in full fortnightly on Thursday of each alternate week before the closing hour.

(b) A copy of this agreement shall at all times be affixed in some conspicuous place at or near the entrance to the shop or factory and in such a position as to be easily accessible to the persons employed therein.

(c) A slaughterman is a worker who does killing, boiling down, droving, and all other necessary work round or about or in connection with slaughtering-work for his employer.

(d) A break of ten minutes' duration ("smoke-oh") shall be allowed during both the morning and the afternoon of every working-day.

Wages and Time Book

11. The employer shall keep a wage and time book, which shall clearly set out—

- (1) The hours of work employees are actually employed:
- (2) The wages paid on each pay-day.

12. This agreement shall, in so far as it relates to wages, be deemed to have come into force on the 11th day of August, 1943, and in so far as all other conditions of this agreement are concerned it shall come into force on the day of the date hereof, and this agreement shall continue in force until the 31st day of December, 1944.

13. (a) The two general orders made under the Rates of Wages Emergency Regulations 1940 and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this award and shall have effect according to their tenor.

(b) This agreement is made subject to the Economic Stabilization Emergency Regulations 1942, dated the 15th day of December, 1942, and will not be operative unless and until ratified by the Arbitration Court.

14. This industrial agreement shall bind only the parties herein named.

The common seal of the Mayor, Councillors, and Citizens of the City of Nelson was affixed hereto in the presence of—

[L.S.]

E. R. NEALE, Mayor.

F. MITCHELL, Town Clerk.

Signed on behalf of the Nelson Operative Butchers' Union this 14th day of October, 1943—

[L.S.]

O. SWENSSON, President.

F. TURLEY, Secretary.

Witness to the above signatures—M. Mitchell.