

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 the industrial agreement, made on the 14th day of June, 1945, between the Nelson Operative Butchers' Industrial Union of Workers and the Mayor, Councillors, and Citizens of the City of Nelson.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 14th day of June, 1945, between the Nelson

Operative Butchers' Industrial Union of Workers of the one part, and the Mayor, Councillors, and Citizens of the City of Nelson, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 31st day of July, 1945.

[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 14th day of June, one thousand nine hundred and forty-five, between the Nelson Operative Butchers' Industrial Union of Workers (hereinafter referred to as "the Union"), of the one part, and the Mayor, Councillors, 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 (40) 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 Saturday work shall cease at 12 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) Workers shall be paid not less than the following rates:—

Slaughtermen: £7 per week.

All other adult workers: £5 15s. per week.

(b) Youths may be employed at not less than the following rates:—

16 to 17 years of age: £2 10s. per week.

17 to 18 years of age: £3 1s. per week.

18 to 19 years of age: £3 17s. per week.

19 to 20 years of age: £4 7s. 6d. per week.

20 to 21 years of age: £5 8s. 6d. per week.

And thereafter at adult rates.

(c) An allowance at the rate of £2 12s. per annum shall be made to all slaughtermen towards the cost of footwear (gum boots or clogs): Provided that the employer may at any time on giving notice to the union of its intention so to do supply suitable footwear to slaughtermen in lieu of the aforesaid allowance.

Termination of Employment

3. (a) One week's notice of termination of the employment shall be given by either side in the case of weekly workers.

(b) One hour's notice of termination of the employment shall be given by either side in the case of casual workers.

Overtime

4. (a) All work done in excess or outside of the hours mentioned in clause 1 hereof shall be regarded as overtime and shall be paid for 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.

Holidays

5. 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

6. An annual holiday shall be granted in accordance with the provisions of the Annual Holidays Act, 1944.

Under-rate Workers

7. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award 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.

(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 fourteen 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 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.

Workers to be Members of Union

8. (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.

Casual Labour

9. All casual workers shall be paid at the following rates:—

Slaughtermen: 5s. 3½d. an hour.

All other workers: 3s. 0½d. an hour.

“Casual” to mean any person whose engagement is for a period of less than five and a half consecutive days.

Disputes Committee

10. 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 committee 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.

General

11. (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 afternoon of every working-day.

Wages and Time Book

12. 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.

Terms of Agreement

13. This agreement shall, in so far as it relates to clause 2 hereof, be deemed to have come into force on the first day of April, one thousand nine hundred and forty-five, and in so far as all other conditions of this agreement are concerned it shall come into force on the day of the date on which it is approved by the Court of Arbitration, and this agreement shall continue in force until the first day of April, one thousand nine hundred and forty-seven.

Increase in Rates of Remuneration

14. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940 and dated the 9th August, 1940, and the 31st March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the *remuneration* of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in *rates of remuneration* provided by the order referred to in (a) hereof applies to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

(3) The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

15. 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 approved by the Arbitration Court.

16. 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' Industrial Union of Workers, this 14th day of June, 1945—

[L.S.]

O. SWENSSON, President.

F. L. TURLEY, Secretary.