

CANTERBURY AND OTAGO AND SOUTHLAND
BACON-WORKERS.—AWARD

[Filed in the Office of the Clerk of Awards, Christchurch]

In the Court of Arbitration of New Zealand, Canterbury and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between—

The New Zealand Freezing-works and Related Trades' Industrial Association of Workers;

The Canterbury Freezing-works and Related Trades' Employees' Industrial Union of Workers; and

The Otago and Southland Freezing-works and Related Trades' Employees' Industrial Union of Workers

(hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Canterbury Frozen Meat Co., Ltd., Belfast.

Green, T. H., and Co., Ltd., 119 Lichfield Street, Christchurch.

Hitchons, Ltd., Milton.

Johnston, D. W., and Sons, King Street, Dunedin.

Kincaids Ltd., Colombo Street, Christchurch.

Kiwi Bacon Co., Ltd., Bromley, Christchurch.

Lindsay, S. A., 90 Elles Road, Invercargill.

Lindsay and Co., Ltd., Tay Street, Invercargill.

McCallum Bros., Temuka.

McDonald and Miller, Green Island.

McKenzie, D. J., Gore.

McKercher, D. C., Lochiel.

Midland Co-operative Dairy Co., Ltd., Ashburton.

Milton Bacon Co. (A. McLaren), Milton.

Quinn, T., and Co., Ltd., Conon Street, Invercargill.

Wardell Bros., Christchurch.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing

by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force until the 18th day of February, 1949, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 18th day of February, 1948.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to which Award applies

1. This award shall apply to the bacon-curing industry.

Hours of Work

2. (a) The ordinary hours of work shall consist of forty hours, 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 any department of the works.

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

Wages

3. The following shall be the minimum rates of wages for adult male workers:—

	Per Week.
	£ s. d.
(a) Head curer	8 5 0
(b) Cutters-up, boners, rollers, curers, cellarmen, packers and despatchers, leading lard hand, ham-cooker, and storemen	7 4 0
(c) Workers not otherwise specified	6 18 9

(d) While employed in slaughterhouses at sticking, scalding, scraping, singeing, black scraping, scrubbing and thoroughly cleaning, opening up, marking down, chopping and removing insides, and washing carcasses, workers shall be paid 6d. per hour in addition to the above rates.

(e) Workers employed by the hour shall be paid 3s. 10d. per hour while so engaged in slaughterhouses on the operations named in subclause (d) hereof; 3s. 8d. per hour while employed at work mentioned in subclause (b) hereof, and at marking down and chopping elsewhere than in slaughterhouses; and 3s. 3 $\frac{1}{4}$ d. per hour while employed at work mentioned in subclause (c) hereof.

Employment of Youths

4. (a) Boys and youths may be employed at the following minimum rates of pay:—

	Per Week.		
	£	s.	d.
From 16 to 16 $\frac{1}{2}$ years of age	2	1	0
From 16 $\frac{1}{2}$ to 17 years of age	2	6	0
From 17 to 17 $\frac{1}{2}$ years of age	2	15	0
From 17 $\frac{1}{2}$ to 18 years of age	3	3	6
From 18 to 18 $\frac{1}{2}$ years of age	3	9	6
From 18 $\frac{1}{2}$ to 19 years of age	3	15	6
From 19 to 20 years of age	4	4	6
From 20 to 21 years of age	4	16	0

Thereafter, the minimum rates of wages for adults.

(b) The proportion of boys or youths shall not be more than one to three or fraction of three adult workers.

Overtime

5. All time worked in excess of the hours mentioned in clause 2 hereof in any one day shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Holidays

6. (a) All workers shall receive the following holidays in each year: New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Show Day or Anniversary Day, Christmas Day, and Boxing Day.

(b) When a holiday other than Anzac Day falls on a Sunday, such holiday shall be observed on the Monday following. When Christmas Day falls on a Sunday, Boxing Day shall be observed on the Tuesday following.

(c) All work performed on holidays mentioned in sub-clause (a) of this clause shall be paid for at double rates in addition to the ordinary rates prescribed in clause 3 hereof. All work done on Easter Saturday shall be paid for at ordinary time or rate in addition to the ordinary rate prescribed in clause 3 hereof.

(d) All work performed on Sundays shall be paid for at double rates.

(e) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

Payment of Wages

7. (a) Wages shall be paid weekly, not later than Thursday, in the employer's time, but where the present practice is to pay fortnightly that practice may be continued. Two days' lie-time shall be allowed. Any error or omission in the pay-sheets shall be adjusted within forty-eight hours.

(b) If a worker leaves his employment with the employer's consent or is dismissed by his employer, his wages shall be paid in cash immediately following such leaving or dismissal.

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

Termination of Employment

8. Except in the case of casual workers, 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 serious misconduct.

General Conditions

9. (a) Ten minutes' spell without stoppage of pay shall be allowed all hands for "smoke-oh" every morning and afternoon.

(b) Disinfectant shall be supplied in any department where necessary.

(c) A St. John Ambulance or similar first-aid outfit shall be provided in each factory.

(d) Workers shall be provided with all necessary knives, steels, pouches, gum boots, clogs, leggings, and waterproof aprons. Where reasonably necessary, the employer shall supply overalls, and each worker receiving same shall be responsible for laundering them.

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

(f) Sufficient drinking-water of good quality shall be available.

(g) Full and proper provision shall be made for lavatory accommodation, which shall be kept clean and tidy to the satisfaction of the local Inspector of Awards.

(h) Boys and youths under eighteen years of age shall not be allowed to work under water-spray.

(i) Where necessary, suitable dining-accommodation and suitable facilities for washing and dressing and for hanging clothes shall be provided with provision for drying wet clothes.

(j) When workers are required to work overtime without having been notified the previous day, a suitable meal consisting of at least bread, butter, and meat, with tea, coffee, or cocoa, shall be provided by the employer for workers who cannot reasonably return to their homes for a meal, or the sum of 2s. 6d. per meal shall be paid.

Disputes Committee

10. Anything not provided for in this award, or any dispute that may arise over anything that is provided for in this award, shall be mutually arranged between two representatives of the union and the works-manager. In the event of their being unable to agree, the matter shall be referred to the Conciliation Commissioner for settlement. Either side, if dissatisfied with the decision of the Conciliation Commissioner, shall have the right to appeal to the Court.

Workers to be Members of Union

11. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(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 award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so

to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(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.)

Under-rate Workers

12. (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.

Application of Award

13. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst

this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award

14. This award shall operate throughout the Canterbury and Otago and Southland Industrial Districts.

Term of Award

15. This award, in so far as it relates to wages, shall be deemed to have come into force on the 2nd day of February, 1948, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 18th day of February, 1949.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 18th day of February, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

The rates of remuneration prescribed in the award are *not* to be increased by the application of the provisions of the Court's general orders of 9th August, 1940, and 31st March, 1942.

A. TYNDALL, Judge.
