

WELLINGTON INDUSTRIAL DISTRICT **ABATTOIR EMPLOYEES—**
AWARD

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Wellington, Nelson, Marlborough, and Taranaki Freezing Works, Abattoir, and Related Trades Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned union, company, and Councils (hereinafter called "the employers") :—

Dannevirke Borough Council, Dannevirke.

Feilding Bacon Co. Ltd., Feilding.

Levin Borough Council, Levin.

Masterton Borough Council, Masterton.

Wanganui Master Butchers' Industrial Union of Employers, Wanganui.

Wellington City Council, Wellington.

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 31st day of October, 1950, 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 12th day of October, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. (a) This award shall apply to all workers engaged in the normal and usual work carried out in abattoirs, and shall apply to stockmen, but shall not apply to any overseer employed by a controlling authority of an abattoir for the purpose of seeing that the work of the contractor is carried out in accordance with the contract, or to shepherds, clerical workers or tally clerks whose duties are of exclusively a clerical nature.

(b) A "stockman" is a worker who is engaged in or about the abattoirs in handling stock and other incidental duties.

Hours of Work

2. (a) (i) The ordinary hours of work shall be eight per day (including "smoke-oh") between 8 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

(ii) In the Wellington Abattoir, the Masterton Abattoir, the Levin Abattoir, and the Dannevirke Abattoir the working-hours during the months of October, November, December, January, February, March, and April shall be forty per week and not more than eight hours per day, to be worked between the hours of 8 a.m. and 5 p.m. on Sunday, Monday, Tuesday, Wednesday, and Thursday.

(iii) During the months of May, June, July, August, and September the hours of work shall be forty per week and not more than eight hours per day, to be worked between the hours of 8 a.m. and 5 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday.

(b) A "smoke-oh" of not more than fifteen minutes shall be allowed each morning and each afternoon.

(c) One hour shall be allowed each day for lunch.

(d) When loading out or working overtime, workers shall be allowed a "smoke-oh" of fifteen minutes every two hours: Provided that a "smoke-oh" shall not be taken at 5 p.m. unless work is to continue until 5.30 p.m.

(e) The union may agree with the employers that workers engaged on loading-out work may commence earlier than the hours prescribed herein, providing the stopping hours of work shall correspondingly be earlier.

Overtime

3. (a) Except as otherwise provided, all time worked outside of or in excess of the hours prescribed in clause 2 hereof shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) When a worker has been notified on the previous day of intention to work overtime, such worker shall receive a minimum of one hour's pay at overtime rates.

(c) When men are required to work more than one hour's overtime and have not been notified the night previously, a suitable meal consisting of at least bread, butter, meat, and tea, coffee, or cocoa, shall be provided by the employer, or the employer shall pay each worker the sum of 3s.

(d) (i) Except as provided in paragraph (ii) of this subclause, all work performed on Sundays shall be paid for at the rate of double time in addition to ordinary pay.

(ii) In the case of workers whose hours of work are prescribed by clause 2 (a) (ii) hereof, all work performed on Sundays shall be paid for at the rate of one hour's pay for each hour worked in addition to the weekly wage, with a minimum payment of eight hours if called on to work more than four hours on Sunday.

(iii) Pieceworkers employed on Sundays shall be paid double piece rate for all work performed.

Wages

4. (a) Workers shall be paid not less than the rates specified in the following schedule:—

	Per Week.
	£ s. d.
Weekly workers—	
Slaughtermen	8 17 1
Sawmen	7 14 5
Stockmen	7 14 5
Gutmen (pulling sheep and lambs runners)	7 14 5
All other adult workers	7 9 2

(b) The foregoing rates of wages shall apply to all weekly workers other than workers covered by subclause (f) hereof.

(c) Casual Labour: All workers employed on casual work shall be paid not less than the following rates per hour:—

	Per Hour.
	s. d.
Slaughtermen	6 3
All other workers	3 10½

(d) A "casual worker" is a worker who is employed for less than one week.

(e) *Special Provisions Relating to Feilding Bacon Co., Ltd.*—Notwithstanding the provisions in the foregoing subclauses of this clause workers employed by the Feilding Bacon Company, Ltd., when required to work in the Feilding Abattoir killing pigs shall be paid one-fortieth of the rates of wages prescribed for slaughtermen in this award for each hour so worked.

(f) Youths may be employed at not less than the following rates of wages:—

	Per Week.
	£ s. d.
Sixteen to seventeen years of age ..	3 5 0
Seventeen to eighteen years of age ..	4 0 0
Eighteen to nineteen years of age ..	5 0 0
Nineteen to twenty years of age ..	5 10 0
Twenty to twenty-one years of age ..	6 13 0
And thereafter adult rates.	

Special Provisions Relating to Pieceworkers

5. Workers shall be paid not less than the following piecework rates:—

- (a) Sheep, £3 13s. 6d. per hundred.
 Lambs, £3 3s. 6d. per hundred.
 Rams and genuine stags, rate and a half.
 Ram lambs, rate and a quarter.
 Backset lambs, 10 $\frac{3}{4}$ d. each.
 All unshorn sheep after 30th November, rate and a half.
- (b) (i) Cattle, other than bulls and stags, each

s.	d.
3	5 $\frac{1}{2}$

 (ii) Bulls and genuine stags, each ..

3	11 $\frac{1}{4}$
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 (iii) Bobby calves up to 60 lb. ..

1	9 $\frac{1}{2}$
2	5
3	5 $\frac{1}{2}$

 Calves up to 200 lb. ..

2	5
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 Calves over 200 lb., beef rates ..

3	5 $\frac{1}{2}$
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 (iv) Pigs up to 120 lb. each ..

1	8 $\frac{3}{4}$
2	5 $\frac{3}{4}$

 Pigs, 121 lb. to 200 lb. ..

2	5 $\frac{3}{4}$
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 Pigs, over 200 lb., per 100 lb. or fraction
 of 100 lb. ..

1	3 $\frac{1}{2}$
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(c) For any pigs singed, 2d. shall be added to the above rates.

(d) For any pigs mechanically scudded, 4d. shall be deducted from the above rates.

(e) Dead cattle and sheep, double rates.

(f) In the event of arrangements being made by which slaughtermen are not required to divide beef carcasses, 10 per cent. may be deducted from the above rates.

Deductions

6. The wages prescribed in subclauses (a) and (f) of clause 4 of this award are weekly wages and are not subject to any deductions except for time lost by reason of the default of a worker or by reason of his illness or of any accident suffered by him.

Waiting-time

7. (a) When piecework slaughtermen are required to wait for work at any time after the arranged time of starting they shall be paid at the rate of 4s. 8 $\frac{3}{4}$ d. per hour for all time so waited.

(b) In the event of a "cut out" on any board and slaughtermen being required to wait ten minutes or more they shall be paid at the rate of 4s. 8 $\frac{3}{4}$ d. per hour for all time so waited, and in the event of there being two or more periods of waiting-time in any one day, such periods shall be cumulative.

(c) In all cases where slaughtermen are called out and a full day's work is not available, a minimum of four hours shall be paid for. For the purpose of this clause payment shall be assessed at 4s. 8 $\frac{3}{4}$ d. per hour, except where double rates are required to be paid.

(d) The rates specified in subclauses (b) and (c) of this clause shall be read subject to the provisions of clause 3 of this award.

Slaughtermen's Work

8. (a) Mutton butchers' work shall consist of killing and dressing of sheep and lambs, and taking out tongues if required; taking off skins, opening up and removing insides; skinning wool portions of head and leaving same attached to skins; taking off heads and trotters; thoroughly cleaning and wiping up carcasses; taking out lamb neckbreads when required; hanging off; properly tying and drawing weasand; breasts and cods to be split, and all skins to be turned out square and free from cuts and scores.

(b) Beef butchers' work shall be to tie weasand, bleed and take head off, take out sweetbreads, take off hide, take insides out, strip caul and reed fat, wipe and clean and divide into sides; saw through brisket-bone, aitch-bone, rump-bone, and to the sixth prime rib.

(c) All slaughtering of every class of sheep and lambs, cattle, calves, and pigs shall be turned out in a workmanlike manner, and in accordance with this award, and to the satisfaction of the foreman butcher or the person at the time in charge of the abattoir.

Learners

9. (a) Each employer may employ learners on the slaughter-board. Each learner shall be provided with a hook. The hooks for learners shall be kept separate from the hooks for slaughtermen, as far as practicable.

(b) Learners may be employed on the mutton or beef board in such proportion to mutton or beef slaughtermen that there shall be not more than one learner to every five slaughtermen or fraction of the first five slaughtermen in each department. One set of learners only in each department shall be allowed in any year.

(c) The employer shall be allowed to allocate one beef tackle to learners. Preference shall be given to men employed as slaughtermen on the mutton-board.

(d) Learners, including beef learners, shall be paid the minimum rate for labourers per day for the first three months, afterwards at the rate specified in subclauses (a) and (b) of clause 4 hereof.

(e) In engaging learners for the mutton-board, preference shall be given to men who have been employed in the works as slaughterhouse assistants for the previous twelve months.

(f) No learner shall be employed under the age of eighteen years.

(g) A learner when capable of killing and dressing two head of cattle or eight sheep or lambs per hour for shop trade to the satisfaction of the foreman butcher shall be classed as a slaughterman and shall be removed from the learner's class.

(h) The employers may employ competent workers to teach such learners, or may arrange with slaughtermen who have hooks in the slaughterhouse to teach learners. Such slaughtermen when taken off the board shall be paid the board's average tally.

Alteration in Dressing

10. Should any alteration in the dressing of sheep, lambs, beef, or pigs be required at any time, then the union shall meet the employer's wishes in this respect. The payment for any extra work entailed by such alteration shall be mutually agreed upon between the union and the employers, and in default of any agreement shall be determined in accordance with the provisions of clause 17 hereof.

Termination of Employment

11. (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 piecework or hourly workers.

Holidays

12. (a) The following holidays shall be allowed without deduction from pay: New Year's Day, Anniversary Day or a day to be observed in lieu thereof, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day. Pieceworkers shall be paid at the rate of 4s. 8 $\frac{1}{2}$ d. per hour.

(b) All work performed on the holidays mentioned in sub-clause (a) hereof shall be paid for at double time in addition to the ordinary pay.

(c) For the purpose of computing the number of hours worked in any week in which a holiday occurs on a working-day, eight hours shall be allowed for such holiday.

(d) The provisions of the Annual Holidays Act, 1944, shall apply to all workers employed under this award.

Dressing, Dining, and Drying Rooms

13. Accommodation for dining, for dressing, and for drying clothes shall be provided in accordance with the following conditions:—

- (a) A room sufficiently large to provide space for dining and dressing, or one room for dining and another room for dressing, shall be provided.
- (b) A separate drying-room for no other purpose than drying clothes shall be provided.
- (c) Separate rooms fitted with shower-baths shall be provided.
- (d) Hot water shall be laid on to all rooms used for dining, dressing, or bathing, and cold water laid on to the dining-room and bathroom.
- (e) Hot-water urns and an ample supply of fresh drinking water and sufficient accommodation for the seating of all workers properly using the dining-room shall be provided in the dining-room.
- (f) A number of lockers shall be provided in the dressing-room sufficient to supply each worker.
- (g) Every dining-room shall be fitted with fly-proof doors and windows, and shall be cleaned after each meal.
- (h) The employer shall not permit or suffer any dressing-room, bathroom, water-closet, or urinal to become insanitary.
- (i) The accommodation above referred to shall be kept clean by the employers, who shall clean the dining-room after each meal.
- (j) Subject to the consent of the Court, the conditions of the above subclauses may be varied by arrangement between the employer and the union.

General Conditions

14. (a) All daggy sheep and lambs shall be dagged before being penned in the slaughtering pens.

(b) All saws shall be properly sharpened when required.

(c) In the Wellington, Levin, and Palmerston North Abattoirs a suitable power grindstone shall be provided, and in all other abattoirs a suitable grindstone shall be provided and shall be kept in good condition.

(d) Every outside holding-pen for sheep for immediate killing shall be kept clean and shall be either metalled, paved, concreted, or roofed.

(e) While loading-out, workers required to carry meat shall be supplied with smocks.

(f) Assistants who are in a heated condition through working outside shall be allowed a reasonable time to cool before entering the chiller.

(g) Wages shall be paid weekly, but two days' lie-time shall be allowed.

(h) The ordinary day's work shall not be delayed through preparatory work not having been completed before the time agreed on for ordinary work to commence.

(i) No worker shall cease work at any time other than the arranged time for ceasing work except by permission of the employer.

(j) The employer shall provide first-aid outfits, which shall be kept adjacent to the slaughtering-floor.

(k) Except as provided in the Learners clause, none but competent slaughtermen shall be employed as slaughtermen. A competent slaughterman is a man who is capable of killing and dressing three cattle or ten sheep per hour and to the satisfaction of the employer.

(l) Where the employer does not supply materials reasonably necessary to carry on the work such as overalls, aprons (waterproof where necessary), leggings, respirators, waterproof coats, gloves, vamps, shears, knives, steels, stones, pouches, and necessary footwear, the following payments shall be made:—

Slaughtermen, 1s. per working day.

Slaughtermen's assistants, 9d. per working day.

All other workers, 6d. per working day.

(m) The union representative shall be allowed to visit the works to deal with any matter arising out of this award, but not so as to interfere unreasonably with the employer's business.

(n) Stockmen who, in connection with their work, are required to provide their own working dogs shall be paid an allowance of 2s. 6d. per week therefor.

Workers to be Members of Union

15. (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

16. (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.

Disputes

17. If any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not

specifically dealt with in this award, every such dispute or difference as the same shall arise shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Application of Award

18. 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 the 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 district to which this award relates.

Scope of Award

19. This award shall apply to abattoirs in the Wellington Industrial District.

Term of Award

20. This award, in so far as it relates to rates of wages, shall be deemed to have come into force on the 1st day of June, 1949, 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 31st day of October, 1950.

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 12th day of October, 1949.

[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.

A. TYNDALL, Judge.