

CHRISTCHURCH CITY COUNCIL **ABATTOIR EMPLOYEES—**
INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942: and in the matter of the industrial agreement, made on the 16th day of September, 1949, between the Christchurch City Council and the Canterbury Freezing Works and Related Trades Employees' Industrial Union of Workers.

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 16th day of September, 1949, between the Christchurch City Council, of the one part, and the Canterbury Freezing Works and Related Trades Employees' Industrial Union of Workers, 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 5th day of October, 1949.

[L.S.]

A. TYNDALL, Judge.

CHRISTCHURCH CITY COUNCIL ABATTOIR EMPLOYEES—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 16th day of September, 1949, between the Canterbury Freezing Works and Related Trades Employees' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and the Christchurch City Council (hereinafter referred to as "the employers"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say—

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.

SCHEDULE

Industry to which Agreement Applicable

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

(b) Stockmen and shepherds are workers substantially employed in or about the abattoir on the delivery, receiving, drafting, and penning up stock at the abattoir and/or at Addington Saleyards as required to suit the conditions of the employer's business.

Hours of Work

2. (a) The ordinary hours of work shall not exceed forty per week, to be worked between 8 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

(b) Provided that on one day of the week, or on a day preceding a holiday, the starting hour may be 7 a.m. and on one day of the week the finishing-hour for slaughtermen may be extended for a cut-out with a minimum payment for fifteen minutes at double the ordinary rate.

(c) Employers may employ assistants to have gambrels and wheels ready for slaughtermen by starting-time and to do the necessary cleaning down when required to do so after the slaughtermen have ceased work.

Shepherds and Stockmen

3. Shepherds and stockmen shall come under the provisions of this agreement, except that daily starting and finishing times as provided for in clause 2 hereof may be arranged between the employer and the employee, provided that not more than forty hours are worked in any one week without payment of overtime.

Wages

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

		Per Week.		
		£	s.	d.
(a)	Slaughtermen	9	16	10
	Men sticking down beef	8	16	3
	Beef-gut men	8	6	10
	Slaughterhouse assistants and labourers	8	0	6
	Shepherds and stockmen	8	6	10
	Assistant shepherds and stockmen	8	0	6
		Per Day.		
		£	s.	d.
(b)	Casual employees—			
	Slaughtermen	2	7	3½
	Labourers	1	11	8½

(c) A casual employee is a worker employed for one week of forty hours or less. The daily hours of work for a casual shall not exceed eight hours without payment of overtime.

(d) On sale-day, casual slaughtermen may be started at 1 p.m. and paid for half a day, but the time worked in excess of four hours shall be paid for at overtime rates.

(e) In lieu of the holiday pay prescribed in clause 10, subclause (b) hereof, casual employees who are employed any time during the week ending on the day of the holiday shall be paid one-quarter as much again as the ordinary rate for each day worked, and for work done on statutory holidays they shall be paid on the same basis as weekly workers.

Youths

5. Youths may be employed at the following rates :—

		Per Week.		
		£	s.	d.
	Under seventeen years of age	4	3	6
	Between seventeen and eighteen years of age	4	14	0
	Between eighteen and nineteen years of age	6	9	0

Thereafter, the minimum wage for adult workers.

Tripe-workers and Labourers

6. The following shall be the minimum rates of wages for tripe-workers and labourers :—

	Per Week.		
	£	s.	d.
Leading tripe-hand	8	6	10
Tripe-workers	8	0	6
Abattoir labourers	8	0	6

Loading Out

7. Workers required to load out before 7 a.m. shall be paid at the rate of 5s. 0½d. per hour in addition to the ordinary week's wages, the minimum payment for one morning's loading out to be 10s. 1d. such loading not to start before 5 a.m. For loading out on Saturday mornings the rate shall be 5s. 9½d. per hour, with a minimum payment of 11s. 7d. Men not attending for loading out at the time appointed by the contractor shall be paid for the time worked only. No worker under the age of eighteen shall do loading before 7 a.m.

Overtime

8. (a) Except as otherwise provided, all time worked in excess of forty hours in any one week shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) As an alternative to the provisions of subclause (a), the following shall apply to slaughtermen only :—

- (i) Where required by the abattoir manager up to 65 sheep or lambs per day per man shall be slaughtered.
- (ii) At the Christmas period 90 head of sheep or lambs per man shall be guaranteed by the Council for three days with the right to extend the number of days to four at this rate at the option of the abattoir manager.
- (iii) Where the number of sheep or lambs slaughtered exceeds 60 per day payment for such excess number up to five shall be at the rate of 1s. per head.
- (iv) On days when 90 head of sheep or lambs is guaranteed the weekly wage payment shall be suspended and payment shall be at the rate of 1s. per head.

Holidays

9. (a) All workers shall receive the following holidays :—

- (i) New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day and Boxing Day.
- (ii) Show Day.

(b) Except as otherwise provided herein, all holidays mentioned in paragraph (i) of subclause (a) hereof shall be paid for as an ordinary working day of eight hours.

(c) All time worked on holidays mentioned in paragraph (i) of subclause (a) hereof shall be paid for at double rates in addition to the ordinary rate.

(d) All time worked on the holidays mentioned in paragraph (ii) of subclause (a) hereof shall be paid for at the rate of time and a half.

(e) Subclause (b) of this clause shall be subject to the conditions of the Factories Act, 1946.

Annual Holidays

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

General Conditions

12. (a) Should any of the workers covered by this agreement be required to attend the Addington Saleyards, free luncheon or 2s. 6d. meal allowance shall be provided for them

(b) When Addington sale-day falls on any of the above-mentioned holidays, employers may employ such men required to do any work there on payment of ordinary rate for such time worked in addition to the weekly wage.

(c) All stock shall be penned.

(d) All stock that die outside the slaughterhouse shall not be skinned by slaughtermen. Slaughtermen shall not be required to skin or dress sheep or lambs not killed in the pen.

(e) Fifteen minutes in the morning and fifteen minutes in the afternoon shall be allowed for "smoke-oh." On any day where nine hours or more are being worked, a "smoke-oh" of fifteen minutes may be taken at 5 p.m. by mutual agreement between the employer and the employees.

(f) Wages shall be paid weekly in cash on the ceasing of work on Tuesdays. Casual employees shall be paid when discharged.

(g) The employer shall have the fullest right of control (subject to the special conditions of this agreement) over its abattoirs and works, and make such rules for the necessary and proper management thereof as may be deemed expedient.

(h) As soon as slaughtering operations have ceased for the day, the assistants shall do only the necessary cleaning and washing down. When asked to do outside work after slaughtering operations have ceased, they shall be paid overtime rates.

(i) Employers shall provide a first-aid outfit, which shall be kept as near to the board as possible.

(j) Subject to the proper care being taken of them, the employer shall provide aprons (rubber where necessary), canvas for leggings and vamps, knives, steels and pouches wherever necessary. Workers working outside shall be provided with waterproof coats. Each worker requiring clogs shall be supplied as required.

(k) In full discharge of his obligations under subclause (j) of this clause, the employer agrees to pay slaughtermen a gear allowance of £8 per annum at the rate of £2 per quarter. For casual slaughterman the minimum payment shall be 4s. per week.

(l) The man in charge of sheep-skins shall be supplied with two pairs of suitable short-top gum boots per year.

Disputes

13. If any dispute or difference should arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith and not satisfactorily 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 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.

Workers to be Members of Union

14. (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 agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(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 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 agreement, 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 Worker

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 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.

Scope of Agreement

16. This agreement shall apply to the Christchurch City Abattoir, Sockburn, and shall bind only the parties named herein.

Term of Agreement

17. This industrial agreement in so far as it relates to wages shall be deemed to have come into operation on the 1st day of June, 1949, and so far as all the other conditions of this agreement are concerned it shall come into force on the day of the date hereof; and shall continue in operation until the 30th day of September, 1950.

Signed on behalf of the Christchurch City Council—

JNO. E. TAIT.

Signed on behalf of the Canterbury Freezing Works and Related Trades Employees' Industrial Union of Workers—

H. G. KILPATRICK.

Witness to the above signatures—H. F. Butland.
Christchurch, 16th September, 1949.