

DUNEDIN ABATTOIR EMPLOYEES—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942: and in the matter of the industrial agreement, made on the 3rd day of November, 1949, between the Otago and Southland Freezing Works and Related Trades' Employees' Industrial Union of Workers and J. Poland and Co., Contractors, Burnside.

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 3rd day of November, 1949, between the Otago and Southland Freezing Works and Related Trades' Employees Industrial Union of Workers, of the one part, and J. Poland and Co., Contractors, Burnside, 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 12th day of December, 1949.

[L.S.]

A. TYNDALL, Judge.

DUNEDIN ABATTOIR EMPLOYEES—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 3rd day of November, 1949, between the Otago and Southland Freezing Works and Related Trades' Employees' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part and J. Poland and Co., Contractors, Burnside (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:—

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 respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

Industry to Which Agreement Applicable

1. This agreement shall apply to all workers engaged in the normal and usual work carried out in the abattoir.

Hours of Work

2. 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.

Overtime

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

Wages

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

	Per Week.
	£ s. d.
(a) Slaughtermen	9 16 10
(b) Crush-men	8 16 3½
(c) Workers operating power-saws	8 6 10
(d) Slaughterhouse assistants and workers not otherwise specified	8 0 6
	Per Day.
	£ s. d.
(e) Casual slaughtermen	2 7 3½

A casual slaughterman, who may be employed by the week, shall not be paid less than £10 2s. 1d. per week of forty hours or less. The daily hours of work for a casual shall not exceed eight hours without payment of overtime.

A casual slaughterman is defined as one who is not employed continuously for more than one week.

(f) 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	4 14 0
Between eighteen and nineteen years	6 9 0

Thereafter the minimum wage for adult workers.

Holidays

5. All workers shall receive the following holidays in each year :—

- (a) New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and two other days to be mutually arranged between the employers and the union.

- (b) All holidays mentioned in subclause (a) of this clause shall be paid for as an ordinary working day of eight hours.
- (c) All work performed on the holidays mentioned in subclause (a) of this clause shall be paid for at double rates, in addition to the ordinary rates prescribed in the preceding subclause.
- (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.

General Conditions

- 6. (a) One hour shall be allowed for lunch.
- (b) Fifteen minutes in the morning and fifteen minutes in the afternoon shall be allowed for "smoke-oh."
- (c) Wages shall be paid weekly in cash, on the ceasing of work, not later than Friday. Casual slaughtermen shall be paid when discharged.
- (d) As soon as slaughtering operations have ceased for the day workers 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.
- (e) Subject to proper care being taken of them, the employer shall provide aprons (rubber where necessary), wipers, knives, and steels, wherever necessary. Each worker requiring same shall be provided with one pair of clogs each year. All such material shall remain the property of the employer.
- (f) Suitable provisions shall be made for dressing and drying rooms, and hot and cold showers. A hot-water urn shall be provided convenient to the dining-room; also sufficient drinking-water of good quality.

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 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, which was registered as such before the 1st day of May, 1936, and which is bound by this agreement.
- (b) For the purposes of sub-clause (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.

(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

8. (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 the 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

9. This agreement shall apply only to the parties named therein.

Term of Agreement

10. This industrial agreement, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of June, 1949, and so far as all other conditions of this industrial agreement are concerned, it shall come into force on the date of its ratification by the Court of Arbitration and shall continue in force for one year.

Signed on behalf of the union—

J. G. RODGERS.

Signed on behalf of J. Poland and Co.—

E. HOPEWELL.