

## DUNEDIN ABATTOIR EMPLOYEES—AWARD

In the Court of Arbitration of New Zealand, Otago and Southland 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 Otago and Southland Freezing Works and Related Trades Employees Industrial Union of Workers (hereinafter called “the union”) and the undermentioned company (hereinafter called “the employers”) :—

H. Lanauze and Company, Contractors, Burnside.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 19th day of February 1956, 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 19th day of August 1954.

[L.S.]

A. TYNDALL, Judge.

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SCHEDULE

*Industry to Which Award Applies*

1. This award 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. (a) The following shall be the minimum rates of wages for adult workers:—

			Per Week.		
			£	s.	d.
Slaughtermen	.....	.....	12	5	0
Crush-men	.....	.....	11	2	0
Workers operating power-saws	.....	.....	10	11	0
Slaughterhouse assistants and workers not otherwise specified	.....	.....	10	5	0
			Per Day		
			£	s.	d.
Casual slaughtermen	.....	.....	3	0	0

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.

(b) Youths may be employed at the following rates:—

			Per Week		
			£	s.	d.
Under seventeen years of age	.....	.....	5	4	6
Between seventeen and eighteen years	.....	.....	5	17	6
Between eighteen and nineteen years	.....	.....	8	1	6
Between nineteen and twenty years	.....	.....	9	0	0

Thereafter the minimum wage for adult workers.

*Increase in Rates of Remuneration*

5. The rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilization Regulations 1953, and dated the 19th day of November 1953.

(EXPLANATORY NOTE.—The general order of the 19th November 1953 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 10 per cent thereof, but excluded from the scope of the increase—

- (1) Such portion of the remuneration of each worker in each week as exceeded the amount of £12 in the case of adult male workers, the amount of £9 in the case of adult female workers, and the amount of £7 in the case of male and female workers under the age of 21 years; and
- (2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term "remuneration" means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

*Holidays*

6. (a) All workers shall receive the following holidays in each year:—

New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, 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*

7. (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". 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.

(c) All slaughtering of every class of stock shall be turned out in a workmanlike manner, and to the satisfaction of the employer. Heads shall be left on all hoggets as required.

(d) There shall be one "knocker-down" and one "sawyer" for each two tackles.

(e) 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.

(f) The employer may either supply all working gear reasonably necessary to carry out the work, or in lieu thereof may pay a worker a clothing and gear allowance in accordance with the following scale:—

Slaughtermen	.....	1s. 6d. per working day.
Slaughtermen's assistants	.....	1s. 3d. per working day.
All other workers	.....	1s. per working day.

(g) 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.

(h) The employer shall provide a first-aid outfit which will be kept as near to the "Board" as possible.

#### *Payment of Wages and Terms of Employment*

8. (a) Wages shall be paid weekly in cash, on the completion of work, not later than Thursday. Casual slaughtermen shall be paid when discharged.

(b) No deductions shall be made from the wages provided herein except for time lost through sickness, accident, or default of the worker.

(c) Except in the case of casuals, not less than one week's notice shall be given by either party of the termination of employment, but nothing in this clause shall prevent the employer from summarily dismissing any worker for misconduct.

#### *Disputes*

9. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded 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 award as to any matter whatsoever arising out of or connected therewith and specifically dealt with in this award, every such dispute

or difference 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*

10. (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*

11. (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.

*Scope of Award*

12. This award shall apply only to the parties named therein.

*Term of Award*

13. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 11th day of July 1954, and so far as all other provisions of the award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 19th day of February 1956.

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 19th day of August 1954.

[L.S.]

A. TYNDALL, Judge.

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MEMORANDUM

The only matters referred to and settled by the Court related to wages (clause 4), gear allowance (clause 7 (f)), and term of award including the operative date of the provisions relating to wages.

A. TYNDALL, Judge.

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