

LEVIN MUNICIPAL ABATTOIR EMPLOYEES—AWARD

In the Court of Arbitration of New Zealand, Wellington Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Levin Municipal Abattoir Employees Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned council and company (hereinafter called “the employers”):

Levin Borough Council, Levin.

Manawatu Meat and Cold Storage Co. Ltd., Princess Street, Palmerston North.

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 30th day of June 1961 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 August 1960.

[L.S.]

A. TYNDALL, Judge.

—
SCHEDULE

Industry to Which Award Applies

1. This award shall apply to all workers engaged in the normal and usual work carried on in the Levin Municipal Abattoir, including yardmen, but shall not apply to managers or overseers employed by the employers for the purpose of seeing that the work is done in a proper manner, or to clerical workers or tally clerks, whose duties are of an exclusively clerical nature, or to shepherds.

Hours of Work

2. (a) (i) The ordinary hours of work shall be eight per day (including “smoke-oh”) to be worked between the hours of 8 a.m. and 5 p.m. on five days of the week Sunday to Thursday inclusive.

(ii) Notwithstanding the provisions of the foregoing subclause, the hours of work for night watchmen shall be eight per day (including "smoke-oh") to be worked between the hours of midnight and 8 a.m. on five days of the week Monday to Friday inclusive.

(b) The daily hours shall be worked continuously, except for the time allowed for meals.

(c) A "smoke-oh" of not more than 15 minutes shall be allowed each morning and each afternoon.

(d) One hour shall be allowed each day for lunch, except that by mutual arrangement between the employer and the union a lesser period may be allowed, provided that in no case shall less than half an hour be allowed.

(e) When loading out or working overtime, workers shall be allowed a "smoke-oh" of 15 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.

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

(g) Notwithstanding the foregoing, the hours of work may be varied without penalty by mutual arrangement between the abattoir manager and the union secretary.

Overtime

3. (a) Except as otherwise provided, all time worked outside 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 half hour's pay at overtime rates.

(c) When men are required to work overtime after 6 p.m., provided that such workers cannot reasonably get home for a meal and return in the usual time allowed for the meal, the employer shall pay each worker the sum of 5s.

(d) 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.

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

(f) Overtime shall be calculated on a daily basis.

Wages

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

	Per Week		
	£	s.	d.
Weekly workers:			
Slaughtermen	16	0	0
Sawmen	14	10	0
Stockmen	14	10	0
Gutmen (pulling sheep and lamb runners)	14	10	0
Nightwatchmen	15	10	0
All other adult workers	14	1	8

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

(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	10	0
All other workers	7	0

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

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

	Per Week		
	£	s.	d.
Sixteen to 17 years of age	7	0	0
Seventeen to 18 years of age	8	0	0
Eighteen to 19 years of age	9	0	0
Nineteen to 20 years of age	10	0	0

And thereafter adult rates.

(f) Subject to a permit being issued by the union, part-time workers may be employed and shall be paid on a *pro rata* rate of the weekly wage prescribed herein.

(g) Weekly workers handling any obnoxious portion or portions of a condemned carcass shall in addition to their weekly wage be paid the sum of 1s. each for cattle and 6d. each for sheep, lambs and pigs.

Special Conditions Relating to Pieceworkers

5. (a) Workers shall be paid not less than the following piecework rates:

Sheep, £5 13s. per hundred, plus 5s. 6d. per hundred to compensate for rams, stags, or overweights and for work that may be required in accordance with subclause (a) of clause 9.

Lambs, £4 18s. per hundred.

Backset lambs, 1s. 3d. each.

All unshorn sheep after 31 October and up to 30 November, rate and a half.

All unshorn sheep after 1 December, double rate.

	s.	d.
(b) (i) Cattle, other than bulls and stags, each	4	8
(ii) Bulls, genuine stags, and cattle in excess of 850 lb each	5	3
(iii) Bobby calves up to 60 lb	2	6
Calves up to 200 lb	3	3
Calves over 200 lb beef rates	4	8
(iv) Pigs up to 120 lb each	2	3
Pigs, 121 lb to 200 lb	3	3
Pigs, over 200 lb per 100 lb or fraction of 100 lb	1	8

(c) Dead cattle and sheep, double rates.

(d) Diseased stock obnoxious to handle (subject to agreement between the union and the employer as to what is obnoxious), double rate.

(e) For any pigs requiring to be chopped 6d. shall be added to the appropriate rate.

(f) Chopper pigs skinned in the beef-house by direction of the manager, 6s. 9d. each.

Requirements of Economic Stabilisation Regulations

6. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Deductions

7. The wages prescribed in subclauses (a) and (e) 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

8. (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 8s. 3d. per hour for all time so waited.

(b) In the event of a "cut out" on any board and the slaughtermen being required to wait 10 minutes or more they shall be paid at the rate of 8s. 3d. 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 8s. 3d. 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

9. (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 if required; thoroughly cleaning and wiping carcasses; taking out lambs 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 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.

(d) The killing and dressing of pigs shall comprise hanging up, bleeding, scalding, shaving, scraping, singeing, black scraping, scrubbing, and thoroughly cleaning, opening up, and removing insides, washing and hanging off.

Learners

10. (a) Each employer may employ learners on the slaughterboard. 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 12 months.

(f) No learner shall be employed under the age of 18 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 learners' class.

(h) The employer 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

11. 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 employer and in default of any agreement shall be determined in accordance with the provisions of clause 18 hereof.

Termination of Employment

12. (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

13. (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 8s. 6d. per hour.

(b) All work performed on the holidays mentioned in subclause (a) of this clause shall be paid for at double time in addition to the ordinary pay. All work performed on 2 January shall be paid for at double time rates 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, and its amendments, shall apply to all workers employed under this award: Provided, however, that for the tenth and subsequent years of continuous service with the same employer, each worker shall be entitled to an annual holiday of three weeks on full pay. The qualifying period for the commencement of this provision shall be the date of the commencement of the employment.

Pieceworkers shall be paid at the rate of 8s. 6d. per hour.

Dressing, Dining, and Drying Rooms

14. 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 subclause may be varied by arrangement between the employer and the union.

General Conditions

- 15. (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) A suitable power-driven 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 metallated, 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 10 sheep per hour and to the satisfaction of the employer.
- (l) The employer may either supply any working gear, or, in lieu thereof, and to cover the cost of the materials necessary to carry on the work, such as overalls, aprons, leggings, respirators, waterproof coats, gloves, vamps, shears, knives, steels, stones, pouches, and necessary footwear, the following gear allowances shall be payable to all workers as follows:
 - Slaughtermen, 2s. 3d. per working day.
 - Slaughtermen's assistants, and all workers using knives, 1s. 9d. per working day.
 - All other workers, 1s. 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 6s. per week therefor. The employer shall refund to the worker all dog registration fees and hydatids fees expended by the worker in connection with his duty at the abattoir in respect of one dog only per annum.

(o) Unless approved by the union secretary, no mutton butcher shall be required to handle any sheep shorn within the previous four weeks.

(p) Notwithstanding the provisions of clause 7 hereof, workers after 12 months' continuous employment with the same employer, in the case of inability to continue work because of sickness which does not exceed one week, shall be entitled to sick pay not exceeding one week in each year of service subject (at the manager's discretion) to the production of a medical certificate. Sick pay for the actual period of paid sick leave hereunder shall be at the worker's ordinary rate of wages as prescribed by clause 4 (a) or (e) hereof, whichever may be applicable.

Workers to be Members of Union

16. (a) 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 18 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 21 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.

Under-rate Workers

17. (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 14 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

18. The essence of this award being that the work of the employer 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 or any of them as to any matter whatsoever arising out of or connected therewith, 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 of Arbitration against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Scope of Award

19. This award shall apply to the Levin Municipal Abattoir.

Term of Award

20. 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 31st day of July 1960, 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 30th day of June 1961.

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 August 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.
