

DUNEDIN ABATTOIR EMPLOYEES—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Dunedin]

THIS industrial agreement made this 15th day of February 1960 in pursuance of the Industrial Conciliation and Arbitration Act 1954, between the Dunedin City Corporation and H. Lanauze and Co. (hereinafter called the "employer") of the one part, and the Otago and Southland Freezing Works and Related Trades Union (hereinafter called the "union") of the other part, witnesseth that it is hereby mutually agreed between the employer and the union as follows.

SCHEDULE

Industry to Which Award Applies

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

Hours of Work

2. (a) The ordinary hours of work shall not exceed 40 per week, to be worked between 8 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

(b) The ordinary hours of shift workers shall not exceed five shifts of eight hours each in any one week. If a shift worker is required to commence work within 12 hours of ceasing work, he shall be allowed one hour for changing shifts.

Overtime

3. (a) 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.

(b) Cleaning up at the end of the day up to 10 minutes per day shall not be paid for unless the total hours worked in the week have exceeded 40 hours.

Wages

4. (a) The following shall be the minimum rates of wages for adult workers:

	Per Week
	£ s. d.
Slaughtermen	16 0 0*
Crushmen. First 3 months £14 8s. 4d. thereafter	16 0 0
Workers operating power-saws	13 15 0
Slaughterhouse assistants and workers not otherwise specified	13 6 8
Abattoir labourers employed by the Dunedin City Corporation	13 6 8
	Per Day
	£ s. d.
Casual slaughtermen	3 16 8

The daily hours of work 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.

*This rate includes an allowance for handling freshly shorn wet dirty or obnoxious stock.

(b) Workers when engaged in controlling and regulating refrigerating machinery, shall be paid the rates of wages and shift allowance set out in the New Zealand Engine Drivers, Firemen and Greasers (General Section) award for the class of machinery operated.

(c) Youths may be employed at the following rates:		Per Week
		£ s. d.
Under 17 years of age	6 16 8
Between 17 and 18 years	7 13 4
Between 18 and 19 years	10 6 8
Between 19 and 20 years	11 10 0
Thereafter the minimum wage for adult workers.		

Holidays

5. (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

6. (a) One hour shall be allowed for lunch.

(b) Fifteen minutes in the morning and 15 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 15 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

Abattoir labourers employed by the Dunedin City Corporation shall be supplied with overalls and gumboots, and while required to wear gumboots during the course of their employment shall be paid an allowance as provided for in the Dunedin Local Body Labourers Industrial Agreement. Such workers shall also be paid an allowance as provided for in the Dunedin Local Body Labourers Industrial Agreement when employed in the cleaning blocked foul drains or in working in old drains connected with a foul sewer or coming in direct contact with sewage or sewage impregnated materials.

(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

7. (a) Wages shall be paid weekly in cash, on the completion of work, not later than Thursday, except that in the case of the Dunedin City Corporation the payment of wages shall be fortnightly. 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

8. The essence of this industrial agreement 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 industrial agreement as to any matter whatsoever arising out of or connected there-with and not specifically dealt with in this industrial agreement, 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 14 days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union

9. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this industrial agreement to employ or to continue to employ in any position or employment subject to this industrial agreement any adult person who is not for the time being a member of an industrial union of workers bound by this industrial agreement.

(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 is in receipt of not less than the minimum rate of wages prescribed by this industrial agreement 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 required so to do by his employers or any officer or representative of the union, commits a breach of this industrial agreement, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

Under-rate Workers

10. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this industrial agreement 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.

Scope of Agreement

11. This agreement shall apply only to the parties named herein.

Term of Agreement

12. This industrial agreement, in so far as the provisions relating to the rates of the wages to be paid are concerned, shall be deemed to have come into force on the 15th day of February 1960, and so far as all other provisions are concerned, it shall come into force on the day of the date hereof; and shall continue in force until the 31st day of January 1962.

Signed on behalf of the Otago and Southland Freezing Works and Related Trades Union—

MARY J. HILL, Secretary.

Signed on behalf of H. Lanauze and Co., as employer—

H. LANAUZE.

Signed on behalf of the Dunedin City Council, as employer—

J. C. LUCAS, Town Clerk.
