

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 1954; 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 under-mentioned corporation and company (hereinafter called “the employers”):

Dunedin City Corporation, Town Hall, Dunedin.

H. Lanauze and Company, Contractors, Burnside, Dunedin.

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 31st day of January 1965 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 27th day of November 1963.

[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 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. 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 | ..... | ..... | ..... | 17 | 5 | 0* |
| Crushmen: | | | | | | |
| First four weeks | ..... | ..... | ..... | 15 | 12 | 6 |
| Thereafter | ..... | ..... | ..... | 17 | 5 | 0 |
| Workers operating power-saws | ..... | ..... | ..... | 15 | 12 | 6 |
| Slaughterhouse assistants and workers not otherwise specified | ..... | ..... | ..... | 14 | 10 | 0 |
| Abattoir labourers employed by the Dunedin City Corporation | ..... | ..... | ..... | 14 | 10 | 0 |
| Chamber hand employed by the Dunedin City Corporation | ..... | ..... | ..... | 14 | 10 | 0 |
| Chiller hand | ..... | ..... | ..... | 14 | 10 | 0 |
| | | | | Per Day | | |
| | | | | £ | s. | d. |
| Casual slaughtermen | ..... | ..... | ..... | 4 | 0 | 0 |
| Casual slaughterhouse assistant | ..... | ..... | ..... | 2 | 16 | 9 |

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

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) 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 Enginedrivers, 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 | ..... | ..... | ..... | 7 | 13 | 4 |
| Between 17 and 18 years | ..... | ..... | ..... | 8 | 10 | 0 |
| Between 18 and 19 years | ..... | ..... | ..... | 11 | 5 | 0 |
| Between 19 and 20 years | ..... | ..... | ..... | 12 | 10 | 0 |

Thereafter the minimum wage for adult workers.

(d) In the event of piecework being brought into operation, rates for such work shall be agreed upon beforehand between the union and the employers.

Holidays

5. (a) All workers shall receive the following holidays in each year: New Year's Day, 2 January, 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: Provided however that after 10 years' continuous service the period of annual leave shall be three weeks.

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 workman-like 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:

| | s. | d. | |
|--|----|----|------------------|
| Slaughtermen | 2 | 0 | per working day. |
| Slaughtermen's assistants | 1 | 6 | per working day. |
| All other workers not provided for hereunder | 1 | 6 | 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 of blocked foul drains or in working in old drains connected with a foul sewer or coming in direct contact with 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.

(i) Dining room, dressing and wash room, and shower room to be cleaned out daily.

(j) (i) Chamber hands shall be paid 5d. per hour extra while employed in the chamber.

(ii) Chiller hands shall be paid 5d. per hour extra while employed in the chiller.

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. 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 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 not 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 14 days after such decision has been made known to the party desirous of appealing.

Unqualified Preference

9. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H 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 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.

Scope of Award

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

Term of Award

12. This award, 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 1st day of July 1963, 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 shall continue in force until the 31st day of January 1965.

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 27th day of November 1963.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 9 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
