

## WANGANUI 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 Wanganui Abattoir Employees Industrial Union of Workers (hereinafter called “the union”) and the undermentioned company (hereinafter called “the employers”):

Wanganui Abattoir Co. Ltd., Castlecliff, Wanganui.

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 7th day of July 1966 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 23rd day of August 1965.

[L.S.]

A. P. BLAIR, Judge.

## SCHEDULE

### *Industry to Which Award Applies*

1. (a) This award shall apply to all workers engaged in the normal and usual work carried out in the Wanganui Abattoirs, and shall apply to stockmen, but shall not apply to any overseer or foreman employed by a controlling authority of the abattoir, or to by-products workers, clerical workers or tally clerks whose duties are of exclusively a clerical nature.

(b) A "stockman" is a worker who is engaged in or about the abattoirs in handling stock, sheep, and other incidental duties.

### *Hours of Work*

2. (a) (i) The ordinary hours of work shall be eight per day (including smoko) between 8 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

(ii) The working hours during the months of October, November, December, January, February, March, and April shall be 40 per week and not more than eight hours per day, to be worked between the hours of 8 a.m. and 5 p.m. on Sunday, Monday, Tuesday, Wednesday, and Thursday.

(iii) During the months of May, June, July, August, and September the hours of work shall be 40 per week and not more than eight hours per day, to be worked between the hours of 8 a.m. and 5 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday.

(b) A smoko of not more than 15 minutes shall be allowed each morning and afternoon.

(c) One hour shall be allowed each day for lunch.

(d) When loading out or working overtime, workers shall be allowed a smoko of 15 minutes every two hours: Provided that a smoko shall not be taken at 5 p.m. unless work is to continue until 5.30 p.m.

(e) Notwithstanding the provisions of paragraph (i) of subclause (a) of this clause, the hours of work of the loader-out (whose duties also include some watchmen's duties) shall be eight hours per day and shall be worked between the following hours:

Midnight Sunday to 8 a.m. Monday.

Midnight Monday to 8 a.m. Tuesday.

Midnight Tuesday to 8 a.m. Wednesday.

Midnight Wednesday to 8 a.m. Thursday.

Midnight Thursday to 8 a.m. Friday.

Provided that these hours may be varied by mutual arrangement between the employer and the union.

Two separate smokos each of 15 minutes shall be allowed and also 20 minutes crib time during each night shift.

### *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 hour's pay at overtime rates.

(c) When men are required to work more than one hour's overtime and have not been notified the night previously, a suitable meal consisting of at least bread, butter, meat, and tea, coffee, or cocoa shall be provided by the employer or the employer shall pay each worker the sum of 5s. 7d.

(d) (i) Except as provided in paragraph (ii) of this subclause, all work performed on Sundays shall be paid for at the rate of double time in addition to ordinary pay.

(ii) In the case of workers whose hours of work are prescribed by paragraph (ii) of subclause (a) of clause 2 hereof, 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) Stockmen who are employed on Saturdays shall receive time and a half for all work performed with a minimum of three hours' pay.

### Wages

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

Weekly workers:	Per Week		
	£	s.	d.
Slaughtermen .. .. .	18	15	9
Sawmen .. .. .	17	0	4
Stockmen .. .. .	17	0	4
Gutmen (pulling sheep and lamb runners)	17	0	4
Loader-out .. .. .	18	3	8
All other adult workers .. .. .	16	11	11

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

(c) *Casual Labour*—(i) Slaughtermen shall be paid not less than 10s. 9d. per hour.

(ii) All workers other than slaughtermen employed on casual work shall be paid not less than 8s. 5d. per hour.

(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.
16 to 17 years of age .. .. .	8	18	5
17 to 18 years of age .. .. .	10	11	6
18 to 19 years of age .. .. .	11	7	2
19 to 20 years of age .. .. .	12	18	2
And thereafter adult rates			

(f) *Obnoxious Stock*—1s. 4d. for cattle and 8d. for sheep, lambs, and pigs shall be paid for the handling of all stock which at the sole discretion of the abattoir manager is deemed to be obnoxious.

### Deductions

5. 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.

*Slaughtermen's Work*

6. (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; thoroughly cleaning and wiping up carcasses; taking out lamb 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, aitchbone, rump bone, and to the sixth 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.

*Learners*

7. (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 not be 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 (c) 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 learners 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 learner's class.

(h) The employers may employ competent workers to teach such learners or may arrange with slaughtermen who have hooks in the slaughterhouse to teach learners. No deduction shall be made under this clause from slaughtermen's pay.

*Termination of Employment*

8. (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*

9. (a) The following holidays shall be allowed without deduction from pay: New Year's Day, 2 January, 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.

(b) All work performed on the holidays mentioned in subclause (a) of this clause shall be paid for at double time rates in addition to the ordinary pay.

(c) 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.

(d) The provisions of the Public Holidays Act 1955 shall be deemed to be incorporated in this award.

*Dressing, Dining, and Drying Rooms*

10. 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 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 subclauses may be varied by arrangement between the employer and the union.

*General Conditions*

11. (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 by the workers.

(c) A suitable power grindstone shall be provided and kept in good condition.

(d) Every outside holding pen for sheep for immediate killing shall be kept clean and shall be either metalled, 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) Where the employer does not supply materials reasonably necessary to carry on the work such as overalls, aprons, and waterproof leggings, respirators, waterproof coats, gloves, vamps, shears, knives, steels, stones, pouches, and necessary footwear, workers shall be paid 1s. 6d. per day extra.

(m) The union or association 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) For workers engaged in loading out operations an allowance of 4d. per day or part thereof shall be paid to such workers whilst so employed; this allowance to be in addition to that prescribed in subclause (l) hereof.

#### *Unqualified Preference*

12. (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*

13. (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.

#### *Matters Not Provided For*

14. 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, or any of them, 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 comprised 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.

#### *Application of Award*

15. This award shall apply to the parties named herein.

#### *Term of Award*

16. 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 8th day of July 1965, 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 7th day of July 1966.

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 23rd day of August 1965.

[L.S.]

A. P. BLAIR, 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 12 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. BLAIR, Judge.