

**ASHBURTON ABATTOIR EMPLOYEES—INDUSTRIAL AGREEMENT**

This Industrial Agreement made in pursuance of the Conciliation and Arbitration Act 1954 this 19th day of October 1970 between the Contractor C. V. O'Grady (hereinafter called "the employer") of the one part and the Canterbury, Marlborough and Nelson Freezing Works and Related Trades Employees' Industrial Union of Workers (hereinafter called the "Union") of the other part, witnesseth that it is hereby mutually agreed between the Employer and the Union as follows.

**SCHEDULE :**

**Clause 1: INDUSTRY TO WHICH AGREEMENT APPLIES**

This agreement shall apply to all workers engaged in the normal and usual work carried out in the Ashburton Abattoirs, but shall not apply to yardmen.

**Clause 2: HOURS OF WORK:**

(a) The ordinary hours of work shall consist of 40 hours, eight hours to be worked on five days of the week, Monday to Friday inclusive, between 7 a.m. and 5 p.m.

(b) One hour shall be allowed for all meals except where otherwise mutually agreed between the union and the employer concerned.

**Clause 3: OVERTIME:**

(a) All time worked in excess of the hours mentioned in clause 2 hereof in any one day shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) Work done on Saturday shall be paid for at the rate of time and a half for the first three hours and double time thereafter and after mid-day shall be paid for at double time or rate.

(c) All work performed on a Sunday shall be paid for at double time or rate.

(d) When workers are required to work overtime and have not been notified on or before the night previously a suitable hot meal shall be provided by the employer or the employer shall pay each worker the sum of 70 cents.

(e) When a worker has been notified on the previous night of intention to work overtime after the ordinary ceasing time as specified in clause 2 hereof, such worker shall receive a minimum of 1 hour's pay at overtime rates.

(f) When workers are employed before 5 a.m. they shall be allowed a breakfast hour as far as practicable between 7 a.m. and 8 a.m.

**Clause 4: "SMOKE-OH"**

Fifteen minutes in the morning and 15 minutes in the afternoon shall be allowed for smoko. On any day where nine hours or more are being worked, a smoko of 15 minutes may be taken at 5p.m. by mutual agreement between the employer and employees.

**Clause 5: WAGES:**

The following shall be the minimum rates of wages for adult workers:

	Per Week		Overtime Basic
	\$	c	Rate per hour
(a) Slaughtermen	63.08		1.577
Slaughterhouse Assistants	45.60		1.14

(b) No deduction in respect of time lost by any worker shall be made from the amount payable to him under subclause (a) of this clause, except for time lost by reason of the default of the worker, or by reason of his illness, or of any accident suffered by him.

(c) (i) Present agreement with the addition of the following words after the word "worked", "plus 10 per cent".

(ii) A casual worker is an employee, employed for no longer than on two days during a week.

#### Clause 6: HOLIDAYS:

(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, Show Day or Anniversary Day, Christmas Day and Boxing Day.

(b) When a holiday other than Anzac Day falls on a Saturday or Sunday such holiday shall be observed on the Monday following. When Christmas Day falls on a Sunday, Boxing Day shall be observed on the Tuesday following.

(c) All work performed on holidays mentioned in subclause (a) of this clause shall be paid for at double rates in addition to the ordinary rate prescribed in clause 3 hereof. All work done on Easter Saturday shall be paid for at ordinary time or rate in addition to the ordinary rate prescribed in clause 3 hereof

#### Clause 7: ANNUAL HOLIDAYS:

(a) Except as otherwise provided, every worker shall at the end of each year of his employment by any employer become entitled to an annual holiday of two weeks paid on the basis of the worker's average weekly taxable earnings, provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculating a worker's average weekly taxable earnings for the year the employer may fix a close-off date other than the anniversary date of the worker's commencement of employment.

(b) Upon completion of five years' continuous service with the same employer each worker shall be entitled to an annual holiday of three weeks instead of two weeks paid as prescribed in subclause (a) of this clause. The third week's holiday may be taken in conjunction with or separately from the first two weeks' holiday as the employer may decide.

(c) For the purposes of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act 1944.

(d) Where a holiday is taken in more than one period the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as provided in subclause (a) of this clause it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in subclause (e) of this clause subject to final adjustment and payment of any remainder after that date, provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

(e) Where the employment of any worker is terminated at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker in addition to all other amounts due to him, an amount equal to 4 per cent of his gross taxable earnings but not exceeding 5.2 per cent of his gross ordinary pay for that period of employment.

(f) Where the period of employment is less than three weeks the amount to be paid as proportionate holiday pay shall be as prescribed by the Annual Holidays Act 1944.

(g) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of these workers is for any reason discontinued, and at the date of the commencement of any such worker has not become entitled to any annual holiday then the worker shall not be entitled to any wages for two weeks following that date but the employer shall before that date pay to him, in addition to all other amounts due to him, an amount equal to 4 per cent of his gross taxable earnings, but not exceeding 5.2 per cent of his gross ordinary pay for the period of his employment up to that date, and the next year of his employment shall be deemed to commence on that date.

(h) Where a worker is entitled to an annual holiday of three weeks instead of two weeks the provisions of subclauses (e) and (g) of this clause shall be modified to provide payment of an amount equal to 6 per cent of the worker's gross taxable earnings but not exceeding 7.8 per cent of his gross ordinary pay for the period of his employment.

(i) The employer shall give at least one month's notice of the commencing date of annual holidays.

#### Clause 8: PAYMENT OF WAGES:

(a) Wages shall be paid weekly not later than Thursday, in the employers' time. Two days' lie-time shall be allowed. Any error or omission in the pay sheets shall be adjusted within 48 hours after notice has been given.

(b) If a worker leaves his employment with the employers' consent or is dismissed by his employer, his wages shall be paid in cash or by cheque immediately following such leaving or dismissal.

(c) Where wages are weekly, no deduction shall be made therefrom save for time lost through the workers sickness, accident or default.

#### Clause 9: TERMINATION OF EMPLOYMENT:

Except in the case of casual workers, one week's notice of the termination of the employment shall be given by the employer or the worker as the case may be, but this shall not prevent the employer from summarily dismissing a worker for serious misconduct. If appropriate notice is not given, one week's wages shall be paid or forfeited as the case may require.

#### Clause 10: GENERAL CONDITIONS:

(a) Disinfectant shall be supplied in any department where necessary.

(b) A St. John Ambulance or similar first aid outfit shall be provided in each factory.

(c) (i) Workers shall be provided with all necessary knives, steels, pouches and belts.

(ii) Gloves, and jerseys shall be supplied to workers when required to work in freezing chambers or chillers.

(iii) Workers shall be supplied with gumboots, boots, leggings, waterproof aprons, bib overalls and towels. All such equipment when worn out as the result of fair wear and tear shall be replaced by the employer.

All wearing apparel and towels provided under this clause shall be laundered at least once each week by the employer.

(iv) All such gear and clothing as is mentioned in paragraph (i) and (ii) and (iii) of this subclause shall remain the property of the employer and such clothing shall be worn on the employer's premises only. Workers shall be responsible for the proper care of clothing and equipment supplied to them.

(v) In lieu of the requirements of paragraph (i) to (iv) of this subclause, a payment at the rate of \$72.00 per annum, payable at the rate of \$6.00 per calendar month, may be made.

(d) A sufficient supply of good boiling water shall be provided convenient to the dining room.

(e) Sufficient drinking water of good quality shall be available.

(f) Full and proper provision shall be made for lavatory accommodation, which shall be kept clean and tidy to the satisfaction of the local Inspector of Awards.

(g) Suitable dining accommodation, suitable facilities for washing (including showers) and dressing and for hanging clothes shall be provided with provision for drying wet clothes.

(h) No reduction shall be made in the wages of any worker at present employed by virtue of the coming into force of this award.

(i) The secretary or other authorised representative of the union shall with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at reasonable times upon the premises or works, and there interview any workers, but not so as to interfere unreasonably with the employers business.

(j) In the event of a circumstance existing whereby diseased stock and obnoxious stock is required to be slaughtered, the union and the employer shall agree on a special rate for such work.

#### Clause 11: DISPUTES COMMITTEE:

Anything not provided for in this agreement, or any dispute that may arise over anything that is provided for in this agreement, shall be mutually arranged between two representatives of the union and two representatives of the employer. In the event of their being unable to agree, the matter shall be referred to the Conciliation Commissioner for settlement. Either side, if dissatisfied with the decision of the Conciliation Commissioner, shall have the right to appeal to the Court.

#### Clause 12: UNQUALIFIED PREFERENCE:

(a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement, 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 agreement so long as he continues in any position or employment subject to this agreement.

(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 agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclause (a) and (b) apply, after having been notified by an 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 purpose 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 agreement.

(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.)

Clause 13: SCOPE OF AGREEMENT:

This agreement shall apply to the Ashburton Abattoir and shall bind the parties named herein.

Clause 14: TERM OF INDUSTRIAL AGREEMENT:

This agreement, 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 19th day of June 1970, and so far as all other provisions of the agreement are concerned, it shall come into force on the date of the date hereof; and shall continue in force until the 19th day of June 1971.

Signed on behalf of the Contractor: C. V. O'Grady.

Signed on behalf of the Canterbury, Marlborough and Nelson Freezing Works and Related Trades Employees' Industrial Union of Workers: S. Arnst, Secretary.