

INVERCARGILL ABATTOIR EMPLOYEES—INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 22nd day of December, 1971, between the Invercargill Sub-Branch of the New Zealand Meat Processors, Packers, Preservers and Freezing Works and Related Trades Industrial Union of Workers (hereinafter called the Union) of the one part and the Southland Butchers By-Products Company Ltd and D. D. MacDonald Ltd of the other part, whereby it is mutually agreed by and between the parties as follows:

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This 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 7.30 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. Where shifts commence after noon or before 7 a.m. a shift allowance of 75 cents per shift shall be paid.

OVERTIME

3. All time worked in any one day outside or in excess of the hours prescribed in Clause 2 of this Agreement 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 \$ |
|--|----------------|
| Slaughtermen | 59.00* |
| Crushmen | 59.00 |
| Workers Operating Power Saws | 50.10 |
| Slaughtermen's Assistants | 48.00 |
| Slaughterhouse Labourers and workers not otherwise specified | 46.80 |
| Chamber Hand | 49.00** |
| Chiller hand | 49.00** |
| Shepherd | 50.10 |
| Stockman | 50.10 |
| Gut Shed Labourers handling sheep, lamb, pig and cattle gut | 49.80 |
| Part-time Laundress (Clause 2 does not apply to this worker) | 1.10 per hour |

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

** Includes payment for time actually employed in the chamber or chiller.

The killing and dressing of sheep and lambs shall comprise catching, shackling and killing, changing from leg hook to gambrel, attaching spreader and hanging up, taking out tongues (short trimmed tongues if mutually agreed upon between the union and the employer) drawing and tying weasands, taking out neck sweetbreads,

skinning welled portion of heads and severing head and lug pieces from skins, cutting off heads and trotters, taking off skins, opening up carcasses, splitting breasts and cods, removing insides, removing livers. Trim neck, clean and wipe carcasses.

| | Per Day |
|---|---------|
| | \$ |
| Casual Slaughtermen | 13.50 |
| Casual Slaughterhouse Labourers | 10.70 |

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 allowances 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 |
|---------------------------------|----------|
| | \$ |
| Under 17 years of age | 27.50 |
| Between 17 and 18 years | 29.70 |
| Between 18 and 19 years | 38.00 |

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 Years Day, 2nd January, Good Friday, Easter Monday, Anzac Day, the Birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day, and Anniversary Day or a day in lieu thereof.

(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 sub clause (a) of this clause shall be paid for at double rates, in addition to the ordinary rates prescribed in the preceding sub clause.

(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 eight years continuous service the period of annual leave shall be three weeks.

GENERAL CONDITIONS

6. (a) One hour shall be allowed for lunch, but this may be reduced to half an hour by agreement between the employer and the union.

(b) 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 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.

(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, slaughtermen 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) (i) The employers shall supply and launder at their expense, overalls, singlets, denim trousers and coats.

- (ii) In lieu of supplying waterproof coats, gloves, shears, knives, steels, stones, pouches and necessary footwear, the employer shall pay the following allowances:

| | |
|--|--------------------------|
| Slaughtermen | 14 cents per working day |
| Slaughtermen's Assistants | 14 cents per working day |
| All Other Workers Not Provided For | 5 cents per working day |

(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 shall 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) An itemised pay slip giving adequate information shall be provided with each worker's wages.

(k) The employer shall not be required to provide dogs, but where a stockman is required by the employer to provide and work one or more of his own dogs he shall be given an allowance of 5 cents an hour to reimburse him for the use of his dogs. Such allowance shall not be subject to overtime provisions.

PAYMENT OF WAGES AND TERMS OF EMPLOYMENT

7. (a) Wages shall be paid weekly 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. When the one week's notice is not given by either party one week's wages shall be paid or forfeited as the case may be. Nothing in this clause shall prevent the employer from summarily dismissing any worker for misconduct.

DISPUTES

8. The essence of this 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 award as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in the 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.

RIGHT OF ENTRY

9. Every employer bound by this Agreement shall permit the secretary or other authorised officer of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers or collect contributions, but not so as to interfere unreasonably with the employer's business.

UNQUALIFIED PREFERENCE

10. (a) Any adult person engaged or employed in any position or employment subject to this Agreement by any employer bound by this Agreement shall, if he is not already a member of a union of workers 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 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 agreement. (NOTE—Attention is drawn to section 174 H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

UNDER-RATE WORKERS

11. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this Agreement 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 AGREEMENT

12. The Agreement shall apply only to the parties named herein.

TERM OF AGREEMENT

13. 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 2nd day of August, 1971, and so far as all other provision of the Agreement are concerned, it

shall come into force on the day of the date hereof; and this Agreement shall continue in force for 12 months from the date of making by the Court.

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| Signed on behalf of: | Southland Butchers By-Products. J. W. Coulston, Authorised Agent. |
| Signed on behalf of: | D. D. MacDonald LTD. D. D. MacDonald, Authorised Agent. |
| Signed on behalf of: | Union. W. M. Dixon, Authorised Agent. |