

HAWERA ABATTOIR WORKERS – INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 21st day of June 1972 between the Hawera Borough Council (hereinafter called “the employer”) and the Taranaki Freezing Works and Related Trades Employees’ Industrial Union of Workers (hereinafter called “the union”).

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 Hawera abattoirs including stockmen except the clerical branch and to all trades related thereto except in so far as such related trades are carried on outside or apart from the abattoir industry or are covered by other awards or industrial agreements.

HOURS OF WORK

2. (a) The ordinary hours of work shall be eight per day on five days of the week, Monday to Friday inclusive.

(b) A “smoke-oh” of 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 “smoke-oh” of 15 minutes every two hours: Provided that a “smoke-oh” shall not be taken at 5 p.m. unless work is to continue until 5.30 p.m.

(e) In all cases where men are called out and there is no work or less than four consecutive hours’ work available, they shall receive not less than four consecutive hours’ pay at the rate specified.

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 and butter, meat and tea, coffee or cocoa shall be provided by the employer or the employer shall pay each worker the sum of \$0.70.

(d) All work performed on Sundays shall be paid for at a rate of double time in addition to the ordinary pay.

(e) Stockmen who are employed on Saturdays shall receive time and a half for the first three hours worked and double rates thereafter.

WAGES

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

	Per Week	Per Hour
	\$	\$
Slaughtermen	71.395	1.784
Casual Slaughtermen	—	1.784
All other adult workers	61.401	1.535
Casual workers	—	1.535
Youths —		
16–17 years	40.748	—
18–19 years	44.669	—
18–19 years	48.385	—

Thereafter at adult rates of pay.

(b) Obnoxious stock – \$0.20 for cattle and \$0.12 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 subclause (a) and (c) of clause 4 of this agreement 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 dressing 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 lamb, cattle calves and pigs shall be turned out in a workmanlike manner and in accordance with this agreement 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 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 dressing two heads 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 employer 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 slaughterman's pay.

TERMINATION OF EMPLOYMENT

Except in the case of hourly workers who shall be given one hour's notice, one week's notice of termination of employment shall be given by either party, or in lieu thereof one week's pay shall be paid or forfeited.

This provision shall not prevent the immediate termination by either party for just cause, in which case wages and other payments due shall be paid forthwith.

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 agreement: Provided however, that for the fifth 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 agreement.

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 room 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 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 proved 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 fortnightly 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 slaughterman. 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 singlets aprons and water-proof leggings, respirators, water-proof coats, gloves, vamps, shears, knives, steels, stones, pouches and necessary footwear, workers shall be paid \$0.15 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 agreement but not so as to interfere unreasonably with the employer's business.

(n) For workers engaged in loading out operations an allowance of \$0.03 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.

WORKERS TO BE MEMBERS OF UNION

12. (a) Employers shall in the engagement or subsequent employment of any adult person in any position or employment covered by this agreement give preference to those members of the Taranaki Freezing Works and Related Trades Employees' Industrial Union of Workers who are financial in that union. Should there not be sufficient numbers of such members available when required then, and in such cases, the employer may engage or employ other men, conditionally that they shall become and remain members of that union during the currency of their employment.

(b) For the purpose of subclause (a) of this clause a person of the age of 18 years or upwards and every other person who for the time being is in receipt of not less than a minimum rate of wages prescribed by this agreement for workers of the age of 19 years and upward shall be deemed to be an adult.

UNDER-RATE WORKERS

13. (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 be given to the 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 periods 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 any 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 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 agreement, or any of them, as to any matter whatsoever arising out of or connected therewith, and not specifically dealt with in this agreement, every such dispute or difference shall be referred to a committee to be comprised of two representative 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 AGREEMENT

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

TERM OF AGREEMENT

16. This agreement shall be deemed to have come into force on the 21st day of June 1972 and shall continue in force until the 30th day of September 1973.

The common seal of the Mayor, Councillors and Citizens of the Borough of Hawera was hereunto affixed by the Town Clerk of the said Borough Council this 24 day of April 1972 in the presence of the undersigned members of the said Council.

Signed on behalf of the Hawera Borough Council:

G. A. Taylor, Mayor.
A. D. Morgan, Councillor.
D. Stevenson, Town Clerk.

Signed on behalf of the Taranaki Freezing Works and Related Trades Employees' Industrial Union of Workers:

R. Rodger, President.
A. Greenlees, Secretary.