

## TIMARU ABATTOIR EMPLOYEES – INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Conciliation and Arbitration Act 1954 this 25th day of July 1973 between the Contractor D. Davidson (hereinafter called "the employer") of the one part and the New Zealand Meat Processors, Packers, Preservers Freezing Works and Related Trades 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

## INDUSTRY TO WHICH AGREEMENT APPLIES

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

## HOURS OF WORK

2. (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.

## OVERTIME

3. (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 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 80 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 hours 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.

## "SMOKE-OH"

4. 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 being worked, a smoke-oh of 15 minutes may be taken at 5 p.m. by mutual agreement between the employer and the employees.

## WAGES

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

	Overtime Basic	Per Week	Rate per hour
		\$ c	\$ c
(a) Slaughtermen	.	81.73	2.043
Slaughterhouse Assistants	.	59.64	1.491

(b) Youths up to the age of 19 years may be employed in the proportion of one youth to every five slaughtermen, or part thereof at the following rates:

- 16 years of age – \$41.00 per week.
- 17 years of age – \$43.92 per week.
- 18 years of age – \$46.85 per week.

Thereafter the adult rate.

(c) 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 the time lost by reason of the default of the worker, or by reason of his illness, or of any accident suffered by him.

(d) (i) Present agreement with the addition of the following words after the word “worked,” plus 10 percent.

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

### HOLIDAYS

6. (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 a 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.

(d) Upon completion of 3 years continuous service with the same employer each worker shall for the third and subsequent years be allowed an annual holiday of three weeks instead of the two weeks under the Annual Holidays Act 1944 and its amendments. The third week’s holiday may be taken in conjunction with or separately from the first two weeks by agreement between the employer and the worker concerned or, failing such agreement, as the employer shall decide.

### SICK LEAVE (New Clause)

7. (a) After 12 months continuous service with the same employer, a full time worker shall be entitled in each subsequent year of service, to sick pay up to five days, calculated at the rate of his ordinary pay.

(b) Sick pay shall not be paid in respect of any statutory or award holiday for which the worker is entitled to full pay.

(c) Sick pay for a day shall be calculated according to the number of hours normally worked on the days of absence. Payment shall be calculated at ordinary time rates of pay.

(d) The first day of any absence on account of sickness shall not be paid.

(e) A claim for sick pay shall be supported by a medical certificate.

(f) The worker shall ensure notice is given to the employer, not later than the normal commencing time, on the first day of absence due to illness.

(g) The employer shall also have the right to require the worker to produce additionally a medical certificate at the employer’s expense, from a doctor nominated by the employer.

(h) This clause shall not apply to absence covered by worker’s compensation.

### PAYMENT OF WAGES

8. (a) Wages shall be paid weekly not later than Thursday, in the employer’s time. Two day’s 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 employer's 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 worker's sickness, accident or default.

#### TERMINATION OF EMPLOYMENT

9. 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.

#### GENERAL CONDITIONS

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

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

(c) (i) Workers be provided with all necessary knives, steels 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 a result of fair wear and tear shall be replaced by the employer.

(iv) All such gear and clothing as is mentioned in paragraphs (i), (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 paragraphs (i) to (iv) of this subclause, a payment at the rate of \$86.15 per annum, payable at the rate of \$7.179 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 agreement.

(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 employer's 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.

#### DISPUTES COMMITTEE

11. 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.

### UNQUALIFIED PREFERENCE

12. (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 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 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.

### SCOPE OF AGREEMENT

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

### TERM OF INDUSTRIAL AGREEMENT

14. This industrial agreement shall be deemed to have come into force on the first day of the pay period on or after the first day of August 1973, and this industrial agreement shall continue in force until the 31st day of July 1974.

Signed on behalf of the contractor:

D. Davidson.

Signed on behalf of the New Zealand Meat Processors, Packers, Preservers, Freezing Works and Related Trades Industrial Union of Workers:

W. R. C. Cameron, Authorised Agent.  
F. E. McNulty, General Secretary.