

### FEILDING ABATTOIR WORKERS—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 Wellington (Except Wanganui, Whakatu and Tomoana) Freezing Works and Related Trades Industrial Union of Workers and the Manawatu Bacon Workers Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned company (hereinafter called “the employers”):

Feilding Bacon Co. Ltd., Feilding.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 on the day of the date hereof and shall continue in force until the 30th day of June 1962 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 1st day of November 1960.

[L.S.]

A. TYNDALL, Judge.

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#### SCHEDULE

##### *Industry to Which Award Applies*

1. This award shall apply to workers engaged in the work carried out in the Feilding Borough Abattoir, but it shall not apply to any working foreman employed for the purpose of seeing that the work is done in a proper manner, nor shall it apply to clerical workers.

##### *Hours of Work*

2. (a) The ordinary hours of work shall not exceed 40 hours per week, nor eight hours per day, to be worked on five days of the week Monday to Friday between 7 a.m. and 4 p.m.

(b) One hour shall be allowed for all meals except where otherwise mutually arranged when a minimum of half an hour may be taken.

##### *"Smoke-oh"*

3. An interval of 15 minutes for all workers shall be allowed without stoppage of pay for "smoke-oh" each morning and afternoon. When men are required to work overtime a "smoke-oh" or similar time shall be allowed every two hours. No "smoke-oh" is allowable upon cessation of work either in ordinary time or overtime.

##### *Overtime*

4. (a) Except where otherwise provided all time worked outside of or in excess of the hours mentioned in subclause (a) of clause 2 in any one day shall 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) Overtime shall be calculated on a daily basis.

(c) Work done on or before noon on Saturdays shall be paid for at rate and a half for the first three hours and double time thereafter.

(d) All work done on Sundays shall be at double time.

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

(f) When workers are required to work more than one hour's overtime after the ordinary ceasing time as specified in clause 2 (a) hereof, 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 5s.

(g) When a worker is called out to work on a Saturday, a Sunday, or a holiday, as specified in clause 8 (a) hereof, he shall receive a minimum of four hours pay at the appropriate overtime rates.

#### *Wages*

5. (a) (i) Subject to paragraph (ii) of this subclause workers shall be paid not less than the following rates of wages:

			Per Week
			£ s. d.
Slaughtermen	.....	.....	16 0 0
All other workers	.....	.....	14 0 0

(ii) Workers normally employed in the factory of the Feilding Bacon Co. Ltd. when required to work in the Feilding Abattoir shall be paid one fortieth of the appropriate rate of wages for each hour so worked.

(b) Casual labour—

(i) Slaughtermen shall be paid not less than 8s. per hour.

(ii) All other workers shall be paid not less than 7s. per hour.

(iii) A "casual worker" is a worker whose employment does not extend over more than one week.

#### *Payment of Wages*

6. (a) Wages shall be paid weekly, where possible not later than Thursday in the employers time. Two days lie-time shall be allowed. Any error or omission in the pay-sheet shall be adjusted within 48 hours.

(b) No deduction shall be made from the weekly rates prescribed herein excepting in respect of the time lost through sickness, accident, or default, or time off allowed a worker at his own request.

(c) One week's notice of termination of employment shall be given by either side provided, however, that in default of such notice of termination, one week's wages shall be paid or forfeited as the case may be.

#### *Slaughtermen*

7. A worker capable of killing and dressing two heads of cattle or eight sheep or lambs per hour for shop trade to the satisfaction of the foreman, shall be classified as a slaughterman irrespective of his age.

#### *Holidays*

8. (a) The following holidays shall be observed in accordance with the provisions of the Factories Act 1946, and its amendments.

New Year's Day, Anniversary Day or a day 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 done on any of the foregoing holidays shall be paid for at double time in addition to the ordinary time rate of pay provided for herein.

(c) In the event of any of the above mentioned holidays other than Anzac Day or Anniversary Day falling on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday

falling on such Monday, such other holiday shall be observed on the succeeding Tuesday. Anzac Day shall be observed on the day on which it falls, and Anniversary Day shall be observed in accordance with the provisions of the Public Holidays Act 1955, and its amendments, which provides that it is always observed on a Monday.

#### *Annual Holidays*

9. Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944: Provided that upon completion of 10 years' continuous employment with the same employer, a worker shall be granted in respect of each further year of employment with that employer, an annual holiday of three weeks instead of two weeks.

#### *Dressing, Dining and Drying Rooms*

10. (a) A room sufficiently large for dining shall be provided and shall in addition to tables and chairs or forms, be provided with a sink with hot and cold water, a means of boiling water, and a warming oven. Any doors and windows shall be equipped with fly screens.

(b) A dressing room shall be provided equipped with sufficient clothes lockers for one to be allocated to each employee. Seating must also be provided in the dressing room.

(c) A means of heating shall be provided for the dining room.

(d) A drying room shall be provided which shall be used for no other purpose than the drying of employees clothing and gear.

(e) The dining room shall be cleaned after each meal.

(f) Adequate lavatory accommodation shall be provided.

(g) Such facilities shall be maintained and kept clean by the employers, but employees must co-operate to maintain clean and sanitary conditions.

(h) A shower with hot and cold water shall be provided.

#### *General Conditions*

11. (a) All daggy sheep and lambs shall be dagged before being penned in the slaughtering pens.

(b) All sheep and lambs shall be at least three weeks clear of the shears unless shorn specially for killing.

(c) All saws shall be properly sharpened when required by the workers. Any worker required to sharpen saws in his own time shall be paid not less than 10s. per week extra.

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

(e) Every outside holding-pen for sheep for immediate killing shall be either metalled, paved, concreted or roofed.

(f) The employer shall provide a first-aid outfit which shall be kept adjacent to the slaughtering floor.

(g) Where workers are required to provide their own knives and other tools of trade and working gear, an allowance of 1s. 6d. per working day shall be paid.

(h) The union secretary shall be allowed to visit the works to deal with any matter arising out of this award, or with any matter affecting the welfare of the workers but not so as to interfere unreasonably with the employers business.

(i) A worker subject to the provisions of this award employed in taking delivery of stock, penning, drafting or otherwise handling in or about the abattoir and required to provide and work one or more dogs shall be paid an allowance of 6d. per hour for one or all of such dogs for all hours during which he is engaged in the operations specified above.

#### *Workers to be Members of Union*

12. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes 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 the minimum rate of wages prescribed by this award for workers of the age of 21 years and upwards shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) 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 in 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.

#### *Disputes*

14. In the event of any dispute between the parties such dispute shall be referred to a committee comprising three representatives of the employers and three representatives of the employees 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 parties shall have the right to appeal to the Arbitration Court against a decision of any such committee upon giving to the other parties written notice of such appeal within 14 days after such decision has been made known formally to the party desirous of appealing. Otherwise the decision of such committee shall be binding on both parties.

*Application of Award*

15. This award shall apply to the Feilding Borough Abattoir, Feilding.

*Term of Award*

16. This award shall come into force on the day of the date hereof, and shall continue in force until the 30th day of June 1962.

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 1st day of November 1960.

[L.S.]

A. TYNDALL, Judge.

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MEMORANDUM

The only matters settled by the Court related to parties, wages (clause 5), and general conditions (clause 11 (g) and (i)). In other respects the award embodies the terms of the memorandum of partial settlement arrived at in Conciliation Council.

A. TYNDALL, Judge.

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FEILDING ABATTOIR WORKERS—APPLICATION TO JOIN PARTIES

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 application to join the Feilding By-products Co. as a party to the Feilding Abattoir Workers Award, dated the 1st day of November 1960, and recorded in 60 Book of Awards 2424.

JUDGMENT OF THE COURT DELIVERED BY TYNDALL, J.

THE Court has before it an application by the Wellington (Except Wanganui, Whakatu and Tomoana) Freezing Works and Related Trades Employees Industrial Union of Workers to have the Feilding By-products Co., 50 East Street, Feilding, added as a party to the Feilding Abattoir Workers Award (60 Book of Awards 2424).

The application is opposed by the company and by the Feilding Bacon Co. Ltd., the only employer named in the award as an original party.

The customary “blanket” clause, corresponding with section 154 (1) of the Industrial Conciliation and Arbitration Act 1954, is not included in the award.

The Court was informed that the Feilding By-products Co. is a partnership of two persons. The firm operates a by-product factory a few hundred yards distant from the Feilding Abattoir, and the partners are both working partners. From the evidence it appears that the firm is engaged in the industry covered by the Wellington By-products Workers Award (59 Book of Awards 1369), and is therefore bound as a subsequent party to that award, of which clause 1 reads:

This award shall apply to all employers and their workers who are employed in connection with any by-product factory and covered by this award. All workers shall be engaged for the undertaking and shall work in any part as directed.

The firm employs two workers who are members of the Wellington and Taranaki Soap, Candle, Tannery and Related Trades Employees Industrial Union of Workers. The offal processed in the factory is collected from the slaughter board where it is dropped on the floor by the slaughtermen in the employ of the Feilding Bacon Co. Ltd. One of the employees of the by-products firm normally drives a motor truck to the abattoir. He drags the offal across the floor of the abattoir to a landing stage where he washes it at a convenient tap, then loads it on to the truck, and transports it to the by-products factory. When work is finished, the employee cleans down the landing stage. The work is sometimes performed by one or other of the partners.

It is submitted by the applicant union that the work of collecting the offal and cleaning up is covered by the Feilding Abattoir Workers Award (60 Book of Awards 2424) because of the definition of the industry to which that award applies, which is in the following terms:

This award shall apply to workers engaged in the work carried out in the Feilding Borough Abattoir, but it shall not apply to any working foreman employed for the purpose of seeing that the work is done in a proper manner, nor shall it apply to clerical workers.

Clause 15 of the award dealing with its application merely states that it shall apply to the Feilding Borough Abattoir, Feilding. Clause 5 (a) dealing with wages provides for two classifications "slaughtermen" and "all other workers". The absence of the usual "blanket" clause and the fact that only one employer is named as a party raises a strong presumption that it was intended that the operation of the award should be limited to the one employer named, as authorised by section 155 of the Industrial Conciliation and Arbitration Act.

In the By-products award there is a classification "workers receiving offal". We consider that the worker engaged in collecting offal at the abattoir is employed in connection with a by-product factory. For varying portions of his time, depending on the season, he is engaged in work carried out in the Feilding Borough Abattoir, but we doubt whether it was envisaged that he is engaged in "*the work* carried out in the Feilding Borough Abattoir" referred to in clause 1 of the award. Nor is he employed by the Feilding Bacon Co. Ltd., the only employer clearly bound by the award.

After giving consideration to all aspects of the case we have reached the conclusion that there is no justification for adding the Feilding By-products Co. as a party to the Feilding Abattoir Workers Award, and the application is declined accordingly.

Dated the 16th day of October 1961.

[L.S.]

A. TYNDALL, Judge.

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