
BLLENHEIM MUNICIPAL ABATTOIR WORKERS—AWARD

In the Court of Arbitration of New Zealand, Marlborough Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Wellington, Nelson, Westland, and Marlborough Local Bodies, other Labourers, and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned council and person (hereinafter called “the employers”):

Blenheim Borough Council, Blenheim.

Workman, L., 18 Dillon Street, Blenheim.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 as hereinafter provided and shall continue in force until the 5th day of March 1963 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 5th day of September 1961.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to all workers engaged in the normal and usual work carried out in the Blenheim Municipal Abattoirs.

Definitions

2. (a) 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 classed as a slaughterman.

(b) A "slaughterhouse assistant" is a worker who does not qualify as a slaughterman in terms of subclause (a) of this clause, but who is employed to learn slaughterman's work and who may be employed on any work in connection with the slaughterhouse.

(c) A "stockman" is a worker who is engaged in or about the abattoirs attending or handling stock and incidental duties.

Hours of Work

3. (a) The ordinary hours of work shall be eight per day worked between 7 a.m. and 4 p.m. on five days of the week, Monday to Friday inclusive.

(b) A smoko of not more than 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 smoko of 15 minutes every two hours: Provided that a smoko shall not be taken at 4 p.m. unless work is to continue until 4.30 p.m.

Overtime

4. (a) All time worked outside of or in excess of the hours prescribed in subclause (a) of clause 3 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 two hours' pay at overtime rates.

(c) When workers 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, butter, meat, and tea, coffee or cocoa shall be provided by the employer or the employer shall pay each worker the sum of 5s.

(d) All work performed on Sundays shall be paid for at the rate of double time in addition to the ordinary weekly wage with a minimum payment of four hours at overtime rates, but this minimum shall not apply to stockmen.

(e) All work performed on holidays shall be paid for at double time rates in addition to the ordinary weekly wage, with a minimum of four hours at overtime rates, but this minimum shall not apply to stockmen.

Wages

5. (a) Workers shall be paid not less than the rates specified in the following schedule:

	Per Week
	£ s. d.
Slaughtermen	16 5 0
Stockmen 7s. 4d. per hour.	
Slaughterhouse assistants	14 6 8
Abattoir labourers	13 15 0

(b) *Casual Labour*—A "casual worker" is a worker who is employed for less than one week and shall be paid the following rates:

Slaughtermen 9s. 4d. per hour.

Slaughterhouse assistants 7s. 2d. per hour.

Abattoir labourers 6s. 10½d. per hour.

(c) *Youths*: Youths shall be paid not less than the rates specified hereunder:

	Per Week
	£ s. d.
Under 17 years	7 0 0
Between 17 and 18 years	8 0 0
Between 18 and 19 years	9 0 0

Thereafter, the minimum rate for adult workers.

(d) Workers employed in loading out from the chiller at any time shall be paid at a half ordinary rate extra in addition to the ordinary or overtime rate provided the time so occupied exceeds one hour.

(e) The worker designated as manager shall be paid £1 15s. per week additional to slaughtermen's rate: Provided that a worker required to relieve as manager for a period of two consecutive weeks or longer shall be entitled to receive the foregoing payment.

(f) Nothing in this award shall operate so as to reduce the wages, conditions, or privileges of any worker while he remains in his present position of employment.

Deductions

6. Wages are not subject to any deduction except for time lost by reason of the default of a worker or by reason of his illness or of accident suffered by him.

Termination of Employment

7. (a) One week's notice of termination of the employment shall be given by either side in the case of weekly workers.

(b) Two hours' notice of termination of the employment shall be given by either side in the case of hourly workers.

Holidays

8. (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) In the event of a holiday, other than Anzac Day, falling on a Saturday or Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on or being transferred to such Monday, such other holiday shall be observed on the succeeding Tuesday.

(c) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this award who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

(d) The provisions of the Annual Holidays Act 1944, and its amendments, shall apply to all workers employed under this award: Provided, however, that for the tenth and subsequent years of continuous service at the Blenheim Municipal Abattoir 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.

Dressing, Dining, and Drying Rooms

9. 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 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.

General Conditions

10. (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. Any worker required to sharpen saws in his own time shall be paid not less than 5s. per week extra.

(c) A suitable grindstone shall be provided, 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 reasonable time to cool before entering the chiller.

(g) Wages shall be paid at least fortnightly, not later than Thursdays.

(h) The employer shall provide first-aid outfits, which shall be kept adjacent to the slaughtering-floor.

(i) Subject to the proper care being taken of them, the employer shall provide denim trousers and singlets (not exceeding two of each each year) or overalls; aprons (rubber where necessary), canvas for leggings, knives, steels and pouches wherever necessary. Workers working outside shall be provided with waterproof coats. Each worker requiring footwear shall be supplied as required.

(j) The union representative shall be allowed to visit the works to deal with any matter arising out of this award but not so as to interfere unreasonably with the employer's business.

(k) Workers required to provide their own dogs shall be paid an additional amount of 7s. 6d. per week by way of dog allowance.

Workers to be Members of Union

11. (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

12. (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 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.

Matters Not Provided For

13. The essence of this award 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, or any of them, as to any matter whatsoever arising out of or connected therewith, and not dealt with in this award, every such dispute or difference shall be referred to a committee to be comprised 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 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 Award

14. This award shall apply to the parties named herein.

Term of Award

15. This award, 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 12th day of July 1961, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 5th day of March 1963.

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 5th day of September 1961.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.