

WELLINGTON INDUSTRIAL DISTRICT.

(1660.) MANAWATU FREEZING-WORKS EMPLOYEES (*RE* FIREMEN, GREASERS, AND KIDNEY-BOYS).—AGREEMENT.

(For original agreement see Book of Awards, Vol ix, p. 45.)

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1905," this first (1st) day of August, one thousand nine hundred and eight, between the National Mortgage and Agency Company of New Zealand (Limited) (hereinafter called "the employer"), of the first part; the Manawatu Freezing-works Employees' Industrial Union of Workers, an industrial union of workers registered under the said Act (hereinafter called "the union"), of the second part; and the several persons whose names are set forth in the schedule hereunder written, being firemen and greasers, members of the said industrial union of workers, and employees of "the employer" (hereinafter collectively referred to as "the workers"), of the third part.

Whereas an industrial agreement in pursuance of the said Act was made and executed on the 20th day of November, 1907, between

the parties hereto of the first and second parts respectively, and a duplicate original thereof was duly filed in the office of the Clerk of the Industrial District of Wellington within thirty days after the making thereof :

And whereas since the filing of the said duplicate original it has been discovered that the schedule thereto was not sufficiently amplified in respect of certain of the items therein contained, and in consequence thereof the said agreement does not in respect of those items set out the true intention and meaning of the parties thereto, the said items being as follows : " Kidney-boy, if man employed, not less than 7s. per day; if boy, as follows: Between the ages of 14 and 15, 12s.; 15 to 16, 15s.; 16 to 17, 18s.; 17 to 18, £1 1s.; 18 to 19, £1 5s.; 19 to 20, £1 10s.; 20 to 21, £1 15s. Firemen, £2 16s. per week. and greaser, £2 16s. per week " : And whereas it has been agreed between all the parties hereto that the said in-part-recited agreement shall be so varied as to set forth the true intention of the said parties : And whereas the parties hereto of the first and second parts require the variance of the said in-part-recited agreement by introducing a provision relative to conditions of contract as to wages in cases of the employer letting a contract for the performance of work at its freezing-works at Longburn, near Palmerston North :

Now it is hereby mutually agreed between all the said parties hereto that in lieu of and in substitution for the said items hereinbefore referred to in the said schedule to the said in-part-recited industrial agreement of the 20th day of November, 1907, the following items shall at all times hereafter be read into such schedule and they shall for all purposes whatsoever be taken and treated as though the same schedule had originally contained the said following items, that is to say :

" Engine-room : Firemen, for a week of seven days, per week, £2 16s.; greasers, for a week of seven days, per week, £2 16s.

" The ordinary hours of labour for firemen and greasers shall be fifty-six per week per man, and employees of these descriptions shall work in three successive shifts of eight hours each per day. The provisions of the hereinbefore-in-part-recited industrial agreement of date the 20th day of November, 1907, relative to holidays and overtime and payment therefor and the hours at which the ordinary day-labour shall commence and terminate shall not extend or be applicable to firemen or greasers, who shall receive per man for each hour worked over and above the period of fifty-six hours hereinbefore limited the sum of one shilling (1s.) and no more, and that whether such overtime work shall be performed on ordinary working-days or Sundays or other holidays whereon employees of other classes or descriptions shall not be working.

" And further that at the end of the item, ' Kidney-boy, if man employed, not less than 7s. per day; if boy, as follows: Between the ages of 14 and 15, 12s.; 15 to 16, 15s.; 16 to 17, 18s.;

17 to 18, £1 1s.; 18 to 19, £1 5s.; 19 to 20, £1 10s.; 20 to 21, £1 15s.,' hereinbefore referred to shall be added the words 'per week.' "

And these shall be added to the schedule of rules to the said in-part-recited agreement the further new provisions following, that is to say:—

"Where the company shall let any contract for the performance of work the company shall make it a binding term thereof that the contractor or contractors thereunder shall pay the men employed by them, according to their several classes or descriptions, the minimum rate or rates of wages for ordinary time and overtime respectively, at the least prescribed by these presents and by the hereinbefore-in-part-recited agreement of date the 20th day of November, 1907."

And it is hereby expressly agreed and declared by and between the parties hereto that this agreement shall for all ends, intents, and purposes whatsoever be read and construed in conjunction with and as supplemental to the hereinbefore-in-part-recited agreement of date the 20th day of November, 1907, and shall continue in force and its provisions may be enforced during the continuance of the said recited agreement; and further that any breach hereof shall constitute a breach under the provisions of the said recited agreement and any breach of the said last-mentioned provisions shall constitute a breach of these presents; and lastly the workers do hereby admit, acknowledge, and declare that they are not nor are any of them respectively by virtue or in consequence of the said want of amplification of the said in-part-recited agreement entitled to claim from the company any sum of money in respect of work done by them under the said agreement prior to the date hereof save and except such sums of money (if any) as may be due in respect of the said weekly wage of two pounds sixteen shillings (£2 16s.) for each week of seven days of eight hours per day.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

The Schedule of Firemen and Greasers, Parties hereto of the Third Part, hereinbefore referred to.

THOMAS WILLIAM CHATFIELD, greaser.	} Firemen.
WILLIAM DICKENSON,	
WILLIAM WILES,	
CHARLES SECORD,	

NATIONAL MORTGAGE AND AGENCY COMPANY OF NEW ZEALAND
(LIMITED).

(By their Attorney, G. R. RITCHIE).

[L.S.]

The official seal of the National Mortgage and Agency Company of New Zealand (Limited) for use in New Zealand was hereunto affixed by George Robert Ritchie, attorney of the said company, this 7th day of August, 1908, in the presence of—Nevill Ritchie, Accountant, Dunedin.

I, George Robert Ritchie, of Dunedin, in the Provincial District of Otago, in the Dominion of New Zealand, gentleman, do solemnly and sincerely declare as follows:—

1. That I have executed the foregoing industrial agreement as the attorney and on behalf of the National Mortgage and Agency Company of New Zealand (Limited) under and by virtue of a power of attorney from the said company to me dated the 10th day of March, 1905, a copy whereof is deposited in the Land Transfer Office at Dunedin as No. 2064.

2. That John Macfarlane Ritchie, of Dunedin aforesaid, gentleman, named in the said power of attorney, is absent from New Zealand and Australasia.

3. That I have received no notice or information of the revocation of the said power of attorney by the winding-up of the said company or otherwise.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act of the General Assembly of New Zealand intituled "The Justices of the Peace Act, 1882."

G. R. RITCHIE.

Declared at Dunedin aforesaid, this 8th day of August, 1908, before me.—John Angus, a Justice of the Peace for the Dominion of New Zealand.

The common seal of the Manawatu Freezing-works Employees' Industrial Union of Workers was hereto affixed by the undersigned Henry Richmond, president of the union, pursuant to a resolution of the committee of management of the said union this 1st day of August, 1908, in the presence of—

DAVID ANDERSON, Secretary.
HENRY RICHMOND, President.

[L.S.]

Signed, sealed, and delivered by the several persons who have subscribed their names in the first column of the schedule hereunder written (being the firemen and greasers parties to the above-written deed of the third part), on the respective dates set opposite to the handwriting of the said persons in the second column of the said schedule, and in the presence of the persons who have subscribed their names, with additions, as attesting witnesses in the third column of the said schedule:—

The Schedule referred to in the Above-written Attestation.

<i>First Column.</i>	<i>Second Column.</i>	<i>Third Column.</i>
Seals and Signatures of the several Parties hereto of the Third Part.	Date of Execution.	Names, Occupations, and Addresses of Attesting Witnesses :
[L.S.] Thomas William Chatfield [L.S.] William Dickenson .. [L.S.] William Wiles [L.S.] Charles Secord	1st August, 1908.	John Barr, Clerk, Longburn, witness to the annexed four signatures.