

TARANAKI INDUSTRIAL DISTRICT.

(2536.) WAITARA FREEZING-WORKS EMPLOYEES.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendment, this 3rd day of March, 1911, between Thomas Borthwick and Sons (Australasia), Limited (hereinafter called "the employers"), of the one part, and the Waitara General Labourers' Industrial Union of Workers (hereinafter called "the union"), of the other part, witnesses that the parties hereto do hereby agree as follows:—

Hours of Work and Overtime.

1. Except in case of those who are working on piecework, or unless as herein otherwise provided or when otherwise mutually agreed upon, the ordinary hours of work shall be eight, between the hours of 6 a.m. and 6 p.m.; and, subject to the above-mentioned exceptions, all time worked beyond eight hours shall be paid for at overtime rate of time and a quarter.

2. In departments where it is possible to arrange it, work shall cease at 12.30 p.m. on Saturdays. Men working in these departments may work eight and a half hours a day on five days of the week, and in such cases all time worked after 12.30 p.m. on Saturdays shall be paid for at overtime rates.

3. The starting-hours shall be regulated from time to time by the employer to meet the requirements of the business.

4. Workers working in shifts shall work eight hours out of the twenty-four hours at ordinary rates of pay.

5. No longer period than five hours shall be worked between meals, except in the case of finishing, or on Saturdays, when thirty minutes extra may be worked.

	<i>Wages.</i>	<i>Per Hour.</i>	
		s.	d.
Boners	...	1	3
Freezing-chamber hands	...	1	4½
Weigh clerks (to assist in other work)	...	1	1½
Butchers' assistants	...	1	0
Chilling-room hands	...	1	0
Hide-room hands	...	1	0
Carpenters	...	1	3
Boxmakers	...	1	0
Small-goods packers	...	1	0
Tallow, blood-crushing, and manure hands	...	1	1½
Gut-house hands...	...	1	0
Gut-scrapers	...	1	0
Oleo hands	...	1	0
Fellmongery hands—			
Pelt-classer	...	1	3
Pullers, 4s. 6d. per 100 skins all through the season (no overtime).			
Painters, fleshers, dollymen, steam-drier men, wool-scourers, scudders, and skin-washers	...	1	1
Piece or pie hands	...	0	11¼
Casual labour	...	1	0

Boy and Youth Labour.

7. Boys and youths may be employed at the discretion of the employers at the following rates of wages: Between fourteen and fifteen years, 13s. per week; between fifteen and sixteen years, 16s. per week; between sixteen and seventeen years, 19s. per week; between seventeen and eighteen years £1 2s. per week; between eighteen and nineteen years, £1 8s. per week; between nineteen and twenty years, £1 12s. per week.

Overtime and Holidays.

8. (a.) Double time: Sundays, Good Friday, and Christmas Day.

(b.) Time and a half: Boxing Day, New Year's Day, Easter Monday, King's Birthday, Prince of Wales's Birthday, Waitara Regatta Day.

(c.) Time and a quarter: All other overtime.

Provided that this clause shall not extend to the foremen of the several departments.

Provided also that the employers may agree with the union to substitute any other day for any of the above-mentioned holidays; and in that event all the provisions of this agreement shall apply to such substituted day.

Loading.

9. (a.) Wages: From 8 a.m. to 5 p.m., 1s. 6d. per hour; from 5 p.m. to 8 a.m., 2s. per hour. Provided that when non-casuals are required to do loading-work as well as their ordinary work in one and the same day, loading-time shall not count for overtime in their ordinary wages.

(b.) All time to be counted from the time men are ordered to be at work.

(c.) Waiting-time, with the exception of an hour for a meal after two barges have been loaded, to be paid for at the rate at which payment would have been made had work continued during such waiting-time.

(d.) In the event of the men being called to work, and it is found impossible to proceed, and the men do not start, half an hour to be allowed for such call at the rate that would have been earned had work proceeded: Provided that no man shall be entitled to such allowance unless he has actually attended.

Under-rate Workers.

10. (a.) Any worker who for any reason is 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 Factories, 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 capabilities, his past earnings, and such other circumstances as such Inspector or other person may 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 fourteen days' notice shall have been given to such worker and the employers by the secretary of the union requiring him to have his wage again fixed in the manner prescribed by this clause: Provided that in the case of any worker 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 may think fit.

(c.) Notwithstanding the foregoing, it shall be competent for a worker to agree 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 Factories 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 the wage is so fixed.

11. "Smoke-oh" time of ten minutes to be allowed in each of the four hours to freezing-chamber hands and slaughterhouse hands, such "smoke-oh" time to be taken at suitable times at the discretion of the foreman. Gut-house hands to be allowed to smoke while at work.

12. Sufficient provision is to be made for men changing their clothing; and in such cases where such clothing used at work becomes wet, provision to be made that apparel will be dry, and placed in a handy place for use on the following day.

13. Delays in setting men to work to be avoided as much as possible.

14. Where contracts are let, all contractors shall pay the men employed by them the minimum rate of wages hereinbefore set forth. The employers shall make it a binding term of any such contract that the contractor shall comply with this condition.

15. Gloves shall be supplied by the employers to such men as require them. Spells of a reasonable time shall be allowed to men who are in a heated condition through working outside to cool before entering the cool chamber. No deduction shall be made from the men's time on this account or for "smoke-oh" time.

16. Wages shall be paid fortnightly. Two days' lie-time shall be allowed: Provided that if any employee leaves his employment with his employer's consent, or is dismissed by his employer, his wages shall be paid immediately following such leave or dismissal.

17. The employers shall, when engaging workmen, employ members of the union in preference to non-members when members are at least equally capable of performing the particular work required to be done. But if in any particular case the employers for any reason whatever desire to employ a non-member they shall be at liberty to do so on condition of such non-member consenting to be immediately enrolled as a member of the union; and the union hereby agrees not to offer any objection to such immediate enrolment: Provided that this clause shall not apply when the employers engage men for loading or any other form of casual labour.

Strikes.

18. (a.) The union shall do all in its power to prevent any strikes by any of the workers affected by this agreement; and if any strike shall occur in which any member of the union shall take part, such strike shall be *prima facie* evidence that the union has committed a breach of its duty hereinunder.

(b.) If any strike by any of the workers affected by this agreement shall occur, then the operation of all the provisions contained in the foregoing clauses of this agreement shall be suspended, and in lieu thereof the following provisions shall come into force, and shall remain in force until the further order of the Court—that is to say,—

The hours of work, wages, and other conditions of work for all workers coming within the scope of this agreement shall be fixed by mutual arrangement between the employers and each individual worker employed by them.

(c.) The Court reserves leave to either party bound by this agreement to apply to the Court for an order under this clause declaring that a strike has taken place, or bringing into force again after a strike has taken place the provisions contained in the foregoing clauses of this agreement.

19. The employers shall have the fullest right (subject to the special provisions of this agreement) to make such rules for the necessary and proper management of the Waitara Freezing-works as they may deem expedient.

20. During the term of this agreement, should there be any dispute, or should any subject arise for discussion which does not come within the scope of this agreement, such dispute or subject shall be referred to the employers or their representative and to a committee of the union, with the view of effecting an amicable arrangement. Failing such arrangement, the matter in dispute shall be referred to the Court of Arbitration for adjustment, and its decision shall be final and binding upon all parties concerned.

21. This agreement shall come into force on the 3rd day of March, 1911, and shall continue in force until the 3rd day of March, 1914, and thereafter shall continue in force until superseded by another industrial agreement or award.

Signed on behalf of Thos. Borthwick and Sons (Australasia), Limited, by—

THOS. BORTHWICK AND SONS (AUSTRALASIA), LIMITED
(JAMES BORTHWICK, Attorney),

in the presence of—G. Harper.

Signed on behalf of the General Labourers' Union by—

[SEAL.] E. SAMPSON, Chairman of Committee;
H. M. LUND, Secretary;

in the presence of—A. W. Ogle, J.P., Waitara.