

## TARANAKI INDUSTRIAL DISTRICT.

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### (3979.) WAITARA FREEZING-WORKS EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Waitara General Labourers' Industrial Union of Workers (hereinafter called "the union") and Thomas Borthwick and Sons (Australasia), (Limited), (hereinafter called "the employer").

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the

above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard the employer by its representatives duly appointed, doth hereby order and award:—

That, as between the union and the members thereof and the employer, 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 employer, 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 employer 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 9th day of November, 1914, and shall continue in force until the 8th day of June, 1917.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 28th day of November, 1914.

T. W. STRINGER, Judge.

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#### SCHEDULE.

##### *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 hours and a half 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 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.
6. Freezing-chamber hands ... ..	...	1	4½
Weigh clerks (to assist in other work) ... ..	...	1	3
Butchers' assistants ... ..	...	1	2
Chilling-room hands ... ..	...	1	2
Hide-room hands ... ..	...	1	2½
Carpenters ... ..	...	1	3
Boxmakers when not employed on piecework... ..	...	1	2
Small-goods packers ... ..	...	1	2
Tallow, blood-crushing, and manure hands ... ..	...	1	3
Gut-house hands ... ..	...	1	2½
Gut-scrapers ... ..	...	1	2½
Oleo hands ... ..	...	1	3
Fellmongery hands—			
Pelt-classer ... ..	...	1	4½
Pullers, 5s. per 100 skins all through the season (no overtime).			
Fleshers ... ..	...	1	4½
Painters, dolly-men, steam-drier men, wool-scourers, scudders, and skin-washers ... ..	...	1	3
Piece or pie hands: Contract—November to March, inclusive, 1¾d. per pound; and after March, 1½d. per pound driers' weight; or	...	1	0½
Piecers ... ..	...	1	1½
Casual labour ... ..	...	1	2

#### *Boy and Youth Labour.*

7. Boys and youths may be employed in the discretion of the employer at the following rates of wages: Between fourteen and fifteen years, 13s. per week; between fifteen and sixteen years, 18s. per week; between sixteen and seventeen years, £1 5s. per week; between seventeen and eighteen years, £1 7s. 6d. per week; between eighteen and nineteen years, £1 10s. per week; between nineteen and twenty years, £2 per week.

#### *Overtime and Holidays.*

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

(b.) Time and a quarter: Boxing Day, New Year's Day, Easter Monday, King's Birthday, Prince of Wales's Birthday, Labour 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 employer 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 award shall apply to the 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 shall be counted from the time the 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 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 being found impossible to proceed and the men do not start, half an hour shall 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 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 fourteen 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 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 such wage is fixed.

*"Smoke-oh."*

11. "Smoke-oh" time of ten minutes shall be allowed in each of the four hours to all 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.

*General.*

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 is 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 shall 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 employer shall make it a binding term of any such contract that the contractor shall comply with this condition.

15. Gloves, aprons, and leggings shall be supplied by the employer to such men as require them free of cost. 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.

*Payment of Wages.*

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.

*Preference.*

17. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other

election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

*Matters in Dispute.*

18. During the term of this award, should there be any dispute or should any subject arise for discussion which does not come within the scope of this award, such dispute or subject shall be referred to the employer or its representatives and to a committee of the union with a 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 the parties concerned.

*Term of Award.*

19. This award shall come into force as from the 9th day of November, 1914, and shall continue in force until the 8th day of June, 1917.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 28th day of November, 1914.

T. W. STRINGER, Judge.

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MEMORANDUM.

This award embodies without alteration the recommendation of the Council of Conciliation, which the parties agreed to accept.

T. W. STRINGER, Judge.

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