

(4404.) POVERTY BAY FREEZING-WORKS EMPLOYEES AND
FELL-MONGERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 15th day of July, 1916, between the Poverty Bay Freezing-works Industrial Union of Workers (hereinafter called "the union") of the one part, and the Gisborne Sheep-farmers' Frozen Meat Company (Limited), Nelson Bros. (Limited), the Poverty Bay Farmers' Meat Company (Limited), the East Coast Fellmongery Company (Limited), the Mechanical Wool-treating Works (Limited), W. Smith, of Makauri, wool-works owner, and G. Arnold, of Matawhero, wool-works owner (hereinafter referred to as "the employers"), of the other part, whereby it is agreed and declared by the parties hereto that, as between the union and each and every member thereof and the employers and each of them, the terms, conditions, and provisions set out in the schedule hereto shall be binding upon the union and upon every member thereof and upon the employers and each of them, and that the said terms, conditions, and provisions shall be deemed to be and are hereby incorporated in and declared to form part of these presents; and, further, that the union and every member thereof and the employers and each of them shall respectively do, observe, and perform every matter and thing by the said terms, conditions, and provisions on the part of the union and the members thereof and on the part of the employers and each of them respectively required to be done, observed, and performed, and shall not do anything in contravention of the said terms, conditions, and provisions, but shall in all respects abide by and observe and perform the same; and it is further agreed and declared by and between the parties hereto that any breach of the said terms, conditions, and provisions set out in the schedule shall constitute a breach of this agreement.

In witness whereof the parties hereto have executed these presents the day and year hereinbefore mentioned.

SCHEDULE.

Hours of Work.

1. Except in the case of those working on piecework, or unless otherwise herein provided, or when otherwise mutually agreed upon, the ordinary hours of work shall be eight hours and a half on five days of the week and five and a half on Saturday. The hours of work shall be between 6 a.m. and 6 p.m. on week-days, and between 6 a.m. and 12.30 p.m. on Saturdays during the months of November to April inclusive, and 6 a.m. to noon during the months of May to October inclusive.

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

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

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

Overtime.

5. All time worked beyond the hours hereinbefore specified shall be paid for at the rate of time and a half on Saturday, and at the rate of time and a quarter on other days.

Rates of Pay.

6. The minimum rates of pay for the several classes shall be as follows :—

	Per Hour.	
	s.	d.
Slaughterhouse—		
Cooling-floor and general hands	1	3
Trimmers	1	4½
Graders	1	6
Boners	1	6
Gut-house hands	1	4
Hide-washer	1	4
All other hands... ..	1	3
Blood and manure hands	1	4½
Fellmongery—		
Wool-pressers and general hands	1	3
Painters, fleshers, scudders, all dollymen, wool-driers, wringers, trimmers, wool-scourers	1	4½
Piece and pie men (or by special arrangement)	1	3
Pullers (no overtime rates), per 100	5	0
Tallow and oleo department—		
All hands	1	4
Preserving department—		
Tinsmiths	1	4½
Other hands	1	3
Freezing-chambers—		
All hands	1	6
When loading out men may be called upon to work eight hours at any time between 12 p.m. and 12 p.m.; all time worked beyond eight hours shall be paid for at overtime rates.		
Carters, per day	10	0
The hours of work shall be those as specified in clause 1, exclusive of time occupied in necessary attendance to horses, vehicles, and harness, which duties are included in the above rates of wages.		
Coopers	1	4½
Tallymen on shoot (or as per arrangement)	1	4½
Shoot hands	1	3

		Per Hour.	
		s.	d.
Firemen (per shift of eight hours), per shift	11	0
Greasers (per shift of eight hours), per shift	11	0
Foremen and greasers shall work if required seven days per week without extra payment for work done on holidays or Sundays. They shall be allowed fourteen days' leave per annum on full pay.			
All unspecified labour	1	3
Boys and youths—		Per Week.	
		£	s. d.
From 15 to 16 years of age	1	0 0
„ 16 „ 17	„ „	1	7 6
„ 17 „ 18	„ „	1	10 0
„ 18 „ 19	„ „	1	15 0

Holidays.

7. (a.) The following days shall be observed as holidays: 1st January, Christmas Day, Boxing Day, Good Friday, Easter Monday, Sovereign's Birthday, and Labour Day; also two other days to be arranged between the employers and the union.

(b.) All work done on Christmas Day, Good Friday, and Sundays shall be paid for at the rate of double time, and on other holidays at the rate of time and a half.

General Clauses.

8. A minimum of two hours shall be paid to men who are called out to work for less than two hours.

9. In cases where a weekly wage is fixed no deduction shall be made therefrom except for time lost through the worker's own default. In all other cases the worker shall be entitled to be paid for only time actually worked by him, except in cases to which clause 7 of this agreement applies.

10. Subject to the special provisions of this agreement contained the employers shall retain and have full power to manage and control their own business and the conduct of their employees in connection therewith, and to make reasonable rules and regulations not inconsistent with the provisions of this agreement relating to the management thereof and to the hiring, conduct, duties, and dismissal of persons in their employment.

11. Where contracts are let all contractors shall pay the workers employed by them the minimum rate of wages prescribed by this agreement. The employers shall make it a binding term of any such contract that the contractor shall comply with this condition.

12. Smocks, gloves, and all material for leggings and aprons shall be supplied by the employer to such men as may require them.

13. Disinfectants shall be allowed to men handling dead or diseased carcasses.

14. Spells of a reasonable time shall be allowed at intervals to men who are in a heated condition through working outside to cool before entering the freezing-chamber. No deduction shall be made from the workers' wages on account of such spells.

15. Spells for smoking shall be allowed to slaughterhouse hands, freezing-chamber hands, fellmongery hands, preserver hands, and manure hands. Such spells shall not exceed ten minutes, and shall be given as nearly as conveniently may be at intervals of two hours.

16. All continuous work done in chambers or chiller shall be paid for at chamber rates, provided that this clause shall not apply to Nelson Bros. (Limited) in so far as their cooling-floor is concerned.

Under-rate Workers.

17. (a.) Any worker who considers himself 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 such 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 person in so fixing a worker's wage shall have regard to such worker's capability, his past earnings, and such other circumstances as such Inspector or 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 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 person may think fit.

(c.) Notwithstanding the foregoing it shall be competent for a worker to agree in writing with the president or the 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 herefo.

(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.

Preference.

18. (a.) If any employer shall hereafter engage any worker who shall not be a member of the union, and who within twenty-one days after his engagement shall not become and remain a member of the union, 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 who is equally qualified with the non-member 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 if and only so long as the rules of the union shall permit any worker coming within the scope of this agreement to become a member of the said union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Exemption.

19. The provisions of the agreement shall not apply to permanent hands employed continuously throughout the year, or to engineers, storemen, bag-room hands, yardsmen, and shepherds.

Scope of Agreement.

20. This agreement shall bind only the parties named herein.

Term of Agreement.

21. This agreement shall come into force on the 15th day of July, 1916, and shall continue in force until the 16th day of November, 1918.

THE GISBORNE SHEEP-FARMERS' FROZEN MEAT
COMPANY (LIMITED):

W. F. CEDERWALL, General Manager.

FOR NELSON BROS. (LIMITED):

H. G. WARREN, Secretary in N.Z.

EAST COAST FELLMONGERY COMPANY (LIMITED):

JAMES LITTLE.

W. H. SMITH.

THE GISBORNE MECHANICAL WOOL-TREATING
WORKS ASSOCIATION:

G. K. PASLEY, Agent.

FOR THE POVERTY BAY FARMERS' MEAT COMPANY
(LIMITED):

JOHN COLLEY.

MATAWHERO WOOL-WORKS:

C. JENSEN.

For the Poverty Bay Freezing and Sausage-casing Works Industrial Union of Workers—

[SEAL.]

RICHD. COGAR, President.

C. E. BICKFORD, Secretary.