

(4440.) CANTERBURY FREEZING-WORKS, BACON, MANURE, SOAP, AND SAUSAGE-CASING EMPLOYEES.—AGREEMENT *RE* NELSON FREEZING COMPANY (LIMITED).

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 21st day of August, 1916, between the Canterbury Freezing-works, Bacon, Manure, Soap, and Sausage-casing Employees' Union (Nelson Branch) (hereinafter called "the union") of the one part, and the Nelson Freezing Company (Limited) (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

3. This agreement shall continue in force from the day of the date hereof, and thereafter shall continue in force until superseded by another agreement or by an award made under the provisions of the said Act.

In witness whereof the parties hereto have executed these presents the day and year first before written.

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THE SCHEDULE BEFORE REFERRED TO.

Hours of Work.

1. An ordinary day's work shall not exceed eight hours in each twenty-four hours.

Unless otherwise mutually arranged intervals for meals shall continue as at present.

Wages.

2. (a.) Freezing-chamber hands: Workers employed in or about freezing-chambers and in loading or preparing for the loading of wagons or trucks, 1s. 6d. per hour.

(b.) Manure and tallow workers, 1s. 4½d. per hour.

(c.) Slaughtermen assistants, 1s. 4½d. per hour.

(d.) Workers not specified, 1s. 4½d. per hour.

(e.) Firemen, 11s. per shift of eight hours, subject to present working-conditions.

Youths and Boys.

3. Under fifteen years of age, 12s. 6d. per week; up to sixteen years of age, 18s. per week; up to seventeen years of age, £1 5s.

per week; up to nineteen years of age, £1 10s. per week; over nineteen years of age, £2 per week.

Youths and boys shall not be employed in any department in greater numbers than one boy to every three men or fraction of the first three.

In cases where a weekly wage is fixed no deduction shall be made therefrom save for time lost through the worker's default or sickness. In all other cases the worker shall be entitled to be paid only for time actually worked by him.

Holidays.

4. The recognized holidays shall be 1st January, Christmas Day, Boxing Day, birthday of reigning Sovereign, Good Friday, Easter Monday, and Labour Day; also two other days to be arranged to meet the requirements.

All work done on Christmas Day or Good Friday shall be paid for at double rates. All work done on any of the other holidays or on Sundays shall be paid for at the rate of rate and a quarter.

Overtime.

5. Except where otherwise provided all time worked in excess of eight hours in any one day shall be considered overtime, and shall be paid for at the rate of time and a quarter.

Preference.

6. (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 seven 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 that 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 the 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.

General Conditions.

7. (a.) Gloves, aprons, overalls, &c., or materials therefor, shall be supplied by the employers to those workers whom it has been customary to supply with same.

(b.) Suitable dressing-rooms shall be provided, with provision for bathing and drying wet clothes.

(c.) Waiting-time and delays in setting men to work shall be avoided as far as possible.

(d.) Spells of a reasonable time shall be allowed to men who are in a heated condition through working outside to cool before entering the freezing-chambers. No deduction shall be made from the men's wages on account of such spell.

(e.) Spells for smoking shall be allowed as at present.

(f.) Where contracts are let all contractors shall pay the men employed by them not less than the minimum rates of wages herein prescribed. The employers shall make it a binding term of any such contract that the contractor shall comply with this condition.

(g.) Subject to the provisions of this award the employers shall retain and have full powers to manage and control their business and the conduct of their employees in connection therewith, and to make reasonable rules and regulations relating to the management thereof, and the hiring, conduct, duties, and dismissal of persons in their employ.

(h.) This agreement shall not apply to the permanent hands employed from year to year.

Under-rate Workers.

8. (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 the worker after due notice to the union, by the local Inspector of Factories; and such Inspector in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector may think fit to consider after hearing such evidence and argument as the union and such worker shall offer. Such permit shall be for such period, not exceeding six months, as such Inspector 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 the manner prescribed in 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 may think fit.

(b.) 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.

(c.) 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.

(d.) It shall be the duty of an employer, before engaging a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Matters not provided for.

9. Any dispute in connection with any matter not provided for in this agreement shall be settled between the particular employer concerned and the secretary or president of the union, and in

default of any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party dissatisfied with the decision of the Inspector of Awards may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Terms of Agreement.

10. This agreement shall come into force on the 21st day of August, 1916, and shall, at the option of the company named in this agreement, continue in operation either for a period of three years from the date herein mentioned or for a period to be determined by the currency of the war. Immediately upon the determination of the war or the expiration of the said term of three years (whichever shall first happen) the company shall give written notice to the union stating how such option is exercised.

The common seal of the Canterbury Freezing-works, Bacon, Manure, Soap, and Sausage-casing Employees' Union (Nelson Branch) was affixed hereto by the undersigned—

CANTERBURY FREEZING-WORKS, BACON, AND MANURE
EMPLOYEES' INDUSTRIAL UNION OF WORKERS:

[SEAL.]

THOMAS I. POOLE, President,
F. C. ELLIS, Secretary,

pursuant to a resolution of the union passed 26th day of August, 1916, at a special meeting called for that purpose, in the presence of—W. E. Woodham, secretary, Trades and Labour Council, Christchurch, witness.

The seal of the Nelson Freezing Company (Limited), of Nelson, was affixed hereto by—

[SEAL.]

FRANK WHITWELL,
GEO. MACMAHON,

two directors of the company, on the 6th day of September, 1916, in the presence of—Wm. Spencer Hampson.