

TARANAKI INDUSTRIAL DISTRICT.

(4491.) PATEA FREEZING-WORKS EMPLOYEES.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 10th day of October, 1916, between the Wellington Freezing-works Employees' Industrial Union of Workers (hereinafter called "the union") of the one part, and the Patea Farmers' Co-operative 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 This agreement shall come into force from the day of the date hereof, and thereafter shall continue in force until superseded by another agreement or by an award made under the provisions of the said Act.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 the year before written.

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.

Rates of Pay and Working-conditions.

2. The following shall be the minimum rates of wages and pay to be paid to and the conditions to be observed by the following several classes of workers, namely:—

	Per Hour.
	s. d.
Slaughterhouse assistants—	
Boners	1 6
Boners' improvers (men who have been less than two years at the work)	1 4½
Fellmongery—	
Skin-washers	1 6
Painters	1 6
Limers	1 6
Fleshers	1 6
Fleshers (learners for first three months)	1 4½
Scudders	1 5½
Scudders (learners for the first three months)	1 4½
Pelt-classers	1 5½
Wool-pressers	1 4½
Trimmers	1 4½
All other hands not herein specified	1 4½
Freezing-chamber hands—	
Chamber-work	1 6
Discharging—Ordinary overtime and Sunday rate	1 11½
After the first eight hours' work on any one day at either or both chamber-work or discharging the rate of wages shall be 1s. 11½d. for either class of work.	
Manure-house—	
General hands	1 4½
Tallow-house—	
General hands	1 4½

	Per Hour.
	s. d.
Hide-house—	
Leading hand	1 6
Other workers	1 4½
Preserving department—	
General hands	1 4½
Learners (for the first three months)	1 3
Engine-room—	Per Day.
Greasers and cleaners	s. d.
Firemen	11 0
	11 0
	Per Hour.
	s. d.
General labourers	1 4½
Pullers—	

All pulling shall be paid for at piecework rates. The rates of pay during ordinary time shall not be less than 9d. per dozen. The rate of pay on Sundays or on any of the holidays hereinafter specified shall not be less than 10d. per dozen. All skins shall be placed as conveniently as practicable near each puller, who shall be required to pull and sort the wool. Pullers required to wait on the employers' premises shall be paid for time so occupied in waiting at the rate of 2s. per hour.

General labourers—

Workers not otherwise specified	1 4½
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3. Youths and boys—

	Per Week.
	£ s. d.
Up to 15 years of age	0 12 6
" 16 "	0 18 0
" 17 "	1 5 0
" 19 "	1 10 0
Over 19 "	2 0 0

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 the 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.

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, except in the case of pieceworkers and freezing-chamber hands.

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 rate and a quarter. The provisions of this clause shall not apply to workers at piecework rates.

Preference.

6. Preference of employment shall in the engagement of workmen be given to members of the union, provided and so long as the rules of the union permit any person of good character, upon payment of an entrance fee not exceeding 5s. and of subsequent contributions at a rate not exceeding 6d. per week, upon the written application of such person stating his desire to join the union, without ballot or other election, to become and remain a member thereof.

Nothing herein contained shall prevent the continued employment or the re-employment of workers now in the employment of any employer, although such workers may not be or become members of the union, provided they are employed at the same class of work each season.

When members of the union and non-members are employed together there shall be no distinction between members and non-members, and both shall work together in harmony and shall receive equal pay for equal work.

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 delay 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 men's wages on account of such spells.

(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 rate 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 manage-

ment thereof, and the hiring, conduct, duties, and dismissal of persons in their employ.

(*h.*) This agreement shall not apply to 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 low 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 low 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.

Term of Agreement.

10. This agreement shall come into force on the 1st day of November, 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.

[SEAL.]

J. SMITH.

M. J. REARDON.

The seal of the Wellington Freezing-works Employees' Industrial Union of Workers was affixed hereto by John Smith and Michael John Reardon, the president and secretary of the union respectively, on the 24th day of October, 1916, in the presence of—M. O'Connor.

The seal of the Patea Farmers' Co-operative Freezing Company (Limited) was affixed hereto by two directors of the company on the 10th day of October, 1916, in the presence of—A. K. Williams.

[SEAL.]

CHAS. DICKIE, Director.

W. D. POWDRELL, Director.