

(4596.) WHAKATU SAUSAGE-CASING MAKERS.—AGREEMENT *RE*
THOMAS BORTHWICK AND SONS (AUSTRALASIA) (LIMITED),
PAKIPAKI.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments (hereinafter referred to as “the said Act”), this 26th day of January, 1917, between the Whakatu Sausage-casing Makers’ Industrial Union of Workers, registered under the said Act (hereinafter called “the union”), of the one part, and Messrs. Borthwick and Sons (Limited) (Australasia), with their head office in Christchurch, a firm of freezing-works owners and sausage-casing manufacturers carrying on business at the Hastings Freezing-works, Pakipaki, and elsewhere (which said firm is hereinafter referred to

as and included in the term "the employer"), 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 employer, 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 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 these presents; and, further, that the union and every member thereof and every employer shall respectively do, observe, and perform every matter and thing by the said terms, conditions, and provisions on the part of the union and on the part of the employer 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 hereby further agreed and declared by and between the parties hereto that any breach of the said terms, conditions, and provisions set out in the said schedule hereto shall constitute a breach of this agreement. And it is hereby lastly agreed and declared that this agreement shall take effect from the 26th day of January, 1917, and shall continue in force until the 30th day of June, 1919, and thereafter shall continue in force until a new agreement shall have been made in substitution hereof, or an award shall have been made under the provisions of the said Act.

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

SCHEDULE.

Classes of Labour.

1. Three classes of labour shall be recognized—(a) Classers, scrapers, measurers, tank hands, and runners-off; (b) salters; (c) boys.

Classers, scrapers, measurers, tank hands, runners-off, and salters are hereinafter referred to as "workers."

Hours of Employment.

2. The recognized hours of work shall be from 8 a.m. until 5 p.m. on five days of the week (one hour to be allowed each day for dinner), and on Saturdays from 8 a.m. until 12 noon. All time worked before or after these hours shall be reckoned as overtime. No overtime shall be worked after 5 p.m. on Saturdays except as hereinafter provided.

Wages.

3. All workers (except as provided in paragraph 4 hereof) shall be paid at the following rates: Classers, scrapers, measurers, tank

hands, and runners-off, 1s. 8d. per hour; salters, 1s. 5d. per hour. Notwithstanding anything hereinbefore mentioned all qualified classers, scrapers, measurers, tank hands, and runners-off employed at other branches of the trade shall be paid the wages hereinbefore mentioned for scrapers. All boys under the age of sixteen years shall be paid a weekly wage of £1 for every week of forty-four working-hours; between sixteen and seventeen years, £1 5s.; between seventeen and eighteen years, £1 10s.; between eighteen years and nineteen years, £2; between nineteen years and twenty years, £2 5s.; between twenty years and twenty-one years, £2 10s. After they have attained the age of twenty-one years they shall be paid the wage hereinbefore provided for workers.

Under-rate Workers.

4. Any worker who is not capable of earning the wage as hereinbefore provided shall be paid such less wage as may from time to time be agreed upon in writing between the employer and the president and secretary of the union, and in default of such agreement within twenty-four hours after either such worker or such employer has notified the secretary in writing of his desire that such less wage shall be agreed upon then as shall be fixed by the Inspector of Factories upon the application of such worker or employer after twenty-four hours' notice in writing to the secretary of the union, who may be heard by such Inspector on such application. Any worker whose wage has been so fixed shall receive a permit from the secretary of the union to work and be employed by any employer for such less wage for a period of not more than six calendar months. Such permit may be renewed for a further period, not exceeding six calendar months, after the expiry of the said period of six calendar months firstly hereinbefore provided.

Overtime.

5. All work done beyond the time mentioned in paragraph 2 and all work done on the holidays hereinafter provided for shall be considered overtime, and shall be paid for at the following rates: On ordinary working-days at the rate of time and a quarter for the first two hours, and at the rate of time and a half for the next two and a half hours, afterwards at the rate of double time; on Sundays and the holidays hereinafter provided for at the rate of double time (including in the case of holidays the ordinary wage which shall be paid to workers and boys as provided by paragraph 7, and not in addition thereto).

Pay-day.

6. All wages shall be paid weekly or fortnightly in cash during ordinary working-hours on the regular pay-day recognized in the works.

Holidays.

7. All workers and boys shall be allowed the following holidays in each year: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, and Labour Day, and shall be paid for such holidays at the same rate as for an ordinary working-day of eight hours.

Boys.

8. The proportion of boys to workers to be employed by the employer shall be two boys to every six workers or fraction of the first six. For the purpose of determining the proportion of boys to workers in taking any new boy or boys the calculation shall be based on a two-thirds full-time employment of the workers employed by the employer for the twelve preceding calendar months. The number of boys employed at bungs shall be unrestricted, provided that such boys are employed at bungs exclusively.

Clock.

9. The employer shall keep a clock going placed in a prominent position in the workroom of each factory.

Dressing and Dining Rooms.

10. The employer shall provide for all workers and boys in each factory dressing and dining rooms, and such rooms shall not be used for any other purpose, and shall be entirely detached from the factory.

Preference to Unionists.

11. (a.) The employer shall employ members of the union in preference to non-members, provided there are members of the union qualified to perform the particular work required to be done, and ready and willing to undertake it.

(b.) If the employer is in need of a man he shall first ask the union to furnish him with one. If the union has no man available, or if any man available is objectionable to the employer, then the employer shall have the right to engage any other man who is willing, provided such man becomes a member of the union, who shall be permitted to do the work for which he has been engaged until the union for good reason objects.

(c.) As between members of the union qualified members who have previously worked in the shed shall have preference over those who have not done so. Promotion shall be offered to men working in the shed in preference to newcomers, but this shall be entirely in the discretion of the foreman.

"Smoke-oh."

12. When working four or more than four hours in one stretch fifteen minutes' "smoke-oh" shall be allowed without deduction.

Green Stuff.

13. When any of the holidays hereinbefore mentioned shall fall on a Saturday the workers in the shed shall appoint one of their number whose duty it shall be to place in the tanks any "green stuff" that may be in the shed.

[SEAL.]

CHAS. WM. HELLYER, President.

JAMES MOULTON, Secretary.

The seal of the union has, in pursuance of a resolution made on the 26th day of January, 1917, at a special meeting convened for that purpose, been affixed by the president of the union in the presence of—Alfred Cross.

FOR THOS. BORTHWICK AND SONS (AUSTRALASIA)
(LIMITED):

W. H. MAITLAND.

Signed by the said W. H. Maitland for Messrs. Borthwick and Sons (Limited) (Australasia) in the presence of—W. L. Wright.

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.