

(5277.) OTAGO AND SOUTHLAND FREEZING-WORKS AND RELATED TRADES EMPLOYEES.—AGREEMENT WITH WOLF, SAYER, AND HELLER (INCORPORATED).

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 14th day of June, 1919, between the New Zealand Freezing-works and Related Trades Industrial Association of Workers (Registered) and the Otago-Southland Freezing-works and Related Trades Industrial Union of Workers (Registered) (hereinafter called "the unions") of the one part, and Messrs. Wolf, Sayer, and Heller (Incorporated) (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.

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

THE SCHEDULE BEFORE REFERRED TO.

Hours of Work.

1. The recognized hours of work shall be from 8 a.m. until 5 p.m. on five days of the week, and from 8 a.m. till 12 noon on Saturdays. One hour shall be allowed for lunch. No overtime to be worked after 5 p.m. on Saturday whenever possible.

Classes of Labour.

2. Four classes of labour shall be recognized, viz.: (a) Machine-feeders; (b) classers, scrapers, measurers, tank hands, strippers, vatmen, and motor-drivers; (c) bung hands, salters, horse-drivers, and workers not otherwise specified; (d) boys.

Wages.

3. Class (a), 2s. 2d. per hour. Class (b), 2s. 1d. per hour. Class (c), 1s. 11d. per hour. Class (d), boys: Under sixteen years, £1 7s.; sixteen years to seventeen years, £1 13s.; seventeen years to eighteen years, £1 16s.; over eighteen years, men's wages.

Piecework Rates.

4. Strippers, £1 5s. per 1,000. Bung hands: Short bungs, £1 2s. 6d. per 1,000; long bungs, £1 7s. 6d. per 1,000.

Overtime.

5. All time worked beyond the hours mentioned in clause 1 hereof shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first two hours, time and a half for the next hour, and double time thereafter.

Payment of Wages.

6. (a.) Where possible wages shall be paid weekly in the employers' time; two days' lie-time to be allowed. Any error or omission in the pay-sheet shall be adjusted within forty-eight hours.

(b.) If any worker leaves his employment with his employers' consent or is dismissed by his employers his wages shall be paid in cash immediately following such leaving or dismissal.

Holidays.

7. (a.) All workers and boys shall be allowed the following holidays in each year: New Year's Day, Good Friday, Easter Saturday, Easter Monday, reigning Sovereign's birthday, Labour Day, Christmas Day, and Boxing Day, and shall be paid for such holidays at the same rates as for an ordinary working-day of eight hours. Pieceworkers to receive the hourly rate as agreed upon.

(b.) Any work done on any of the above-mentioned holidays or on Sundays shall be paid for at double rates.

(c.) The employer may agree with the unions to substitute any other day for any of the above-mentioned holidays, and in that event all provisions of this award shall apply to such substituted day.

Waiting-time.

8. (a.) Should it be necessary at any time to wait for work after the usual hour of starting waiting-time shall be paid for at ordinary rates until time of starting.

(b.) In the event of workers being required to attend the factory, and there is no work available, each man so attending shall receive a minimum of four hours' ordinary time.

Boys.

9. The proportion of boys to workers to be employed by the employer shall be one boy 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 two-thirds full-time employment of the workers employed by such employer for the twelve preceding calendar months.

General.

10. (a.) Boots and suitable material for aprons and leggings shall be supplied to those men who require them by the foreman, or an allowance of £3 per year shall be made for gear.

(b.) When working after 7 p.m. half an hour shall be allowed for tea without deduction.

(c.) Suitable provision shall be made for dressing-room, dining-room, drying-room, and lavatory accommodation.

(d.) A shed for the storage of employees' bicycles shall be provided where required.

(e.) A minimum of two hours shall be allowed any worker brought back on Saturday afternoon or on Sunday, such time to be fully employed if required.

(f.) Working-hours for the ensuing day shall be posted upon a time-board each night.

(g.) Five minutes shall be allowed before knocking-off time to wash and change clothes; where it is necessary to change for meals the above time shall also apply.

(h.) On the first five days of the week fifteen minutes shall be allowed without deduction from the men's pay for washing down. On Saturdays half an hour shall be allowed to all hands without stoppage of pay for a general clean-up of the shed, such washing-down to be done to the satisfaction of the foreman.

(i.) Employers shall keep a clock going, placed in a prominent position in the workroom of each factory.

(j.) The secretary of the union shall be allowed to visit the shed to discuss union business with the foreman and delegate respecting any matter arising out of this agreement.

(k.) There shall be fifteen minutes allowed both morning and afternoon for "smoke-oh."

(l.) A hot-water urn shall be provided convenient to the dressing-room.

Preference.

11. The employers when engaging any worker shall ascertain whether such worker is a member of the union, and if not his engagement shall be subject to his becoming a member forthwith, without ballot or other election, and remaining a member while in the employ of his employers. The employers shall place no obstacle in the way of collection of any moneys due to the union from members, provided that such collection is not made in working-hours.

Under-rate Workers.

12. (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 unions, 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 other such circumstances as such Inspector may think fit to consider after hearing such evidence and argument as the unions and such worker shall offer. Such permit shall be for such period, not exceeding six months, as such Inspector shall determine, and after the ex-

piration 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 unions 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.

Term of Agreement.

13. This agreement shall come into force on the 14th day of June, 1919, and shall continue in operation for a period of two years from that date.

The common seal of the New Zealand Freezing-works and Related Trades Industrial Association of Workers (Registered) was affixed hereto by the undersigned—

[SEAL.] NEW ZEALAND FREEZING-WORKS AND RELATED
TRADES EMPLOYEES' INDUSTRIAL ASSOCIA-
TION OF WORKERS (REGISTERED):
F. NIALL, General Secretary.

Witness—M. J. Reardon.

The common seal of the Otago-Southland Freezing-works and Related Trades Industrial Union of Workers (Registered) was affixed hereto by the undersigned—

[SEAL.] OTAGO-SOUTHLAND FREEZING-WORKS AND RE-
LATED TRADES INDUSTRIAL UNION OF
WORKERS (REGISTERED):
JNO. TURNBULL, President.
J. A. MILBURN, Secretary.

Witness—P. S. Gray.

Signed on behalf of Messrs. Wolf, Sayer, and Heller (Incorporated) this 14th day of June, 1919—

WOLF, SAYER, AND HELLER (INCORPORATED):
P. C. WALSH, Manager.

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.