

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(5514.) OTAGO AND SOUTHLAND FREEZING-WORKS AND RELATED TRADES EMPLOYEES.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 10th day of November, 1919, between the New Zealand Freezing-works and Related Trades Industrial Association of Workers (Registered) and the Otago and Southland Freezing-works and Related Trades Employees' Industrial Union of Workers (Registered) (hereinafter called "the unions") of the one part, and the New Zealand Drug Company (Limited), the Otago Tallow and By-products Company (Limited), the Otago Preserving Company (Limited), McLeod Bros. (Limited), and Peter Cameron (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the parties 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 This agreement shall continue in force from the day of the date thereof, and thereafter continue in force until superseded by another agreement or by an award made under the provisions of the said Act.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 first before written.

THE SCHEDULE BEFORE REFERRED TO.

Hours of Work.

1. (a.) A week's work shall consist of forty-eight hours, of which eight hours and forty-four minutes may be worked on each of the first five working-days between the hours of 7.30 a.m. and 5 p.m., and between the hours of 7.30 a.m. and 12 noon on Saturdays. Not less than thirty minutes nor more than forty minutes shall be allowed for dinner.

(b.) Where continuous shifts are worked each shift shall consist of eight hours, including crib-time (crib-time not to be more than thirty minutes). Where an extra shift is worked, such as night shift, the same shall consist of nine hours, including one hour for a meal, the time of starting work to be fixed for the convenience of the business.

Wages.

2. (a.) The following shall be the minimum rate of wages to be paid respectively to the special class of workers, that is to say: Manure workers, including chemical, 1s. 4½d. per hour; tallow-workers, 1s. 4½d. per hour; soap and candle workers, 1s. 3½d. per hour; continuous-shift workers in acid-works, 1s. 6d. per hour.

Workers on extra shifts shall be paid 1d. per hour additional to the foregoing rates.

(b.) Men engaged chipping boilers or digesters, cleaning boiler-flues, or working in acid-towers shall be paid at the rate of time and a half for such work.

Casual Hands.

3. Workers employed handling manure or chemicals for any less period than two continuous weeks shall be paid 1d. per hour in addition to the above-mentioned rates.

Bonus.

4. In addition to the rates prescribed in clauses 2 and 3 there shall be paid to the said workers a bonus of 2½d. per hour unless and until the Court otherwise orders.

Employment of Youths.

5. Boys and youths up to twenty years of age may be employed, at the discretion of the employer, at not less than the following rates of wages per week: Between the ages of fourteen and fifteen years, 12s.; between the ages of fifteen and sixteen, 15s.; between the ages of sixteen and seventeen, 18s.; between the ages of seventeen and eighteen, £1 1s.; between the ages of eighteen and nineteen, £1 5s.; and between the ages of nineteen and twenty, £1 10s.

Overtime.

6. All time worked beyond the hours hereinbefore mentioned shall be considered overtime, and shall be paid for at the rate of time and a half for the first three hours and thereafter at the rate of double time. Double time shall be paid for work done on Sundays, Good Friday, Labour Day, and Christmas Day; on all other holidays the rate shall be time and a half. This clause shall not apply to men on continuous shifts till more than eight hours have been worked.

Holidays.

7. The following shall be the recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Saturday and Easter Monday, Labour Day, birthday of reigning Sovereign, Christmas Day, and Boxing Day. Employees shall not be entitled to payment in respect of holidays unless they shall work on such holidays. Seven days' holiday each year on full pay for each complete year of

service shall be allowed to men working on continuous shifts in lieu of the above-mentioned holidays. For less than twelve months' service such holidays shall be allowed *pro rata*.

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 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 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.

Preference.

9. (a.) If any employer shall hereafter engage any worker coming within the scope of this agreement who shall not be a member of the union, and who shall not become a member thereof within fourteen 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 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 agreement of good character and sober habits to become a member of the union upon 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.

(c.) The employer 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.

General Conditions.

10. (a.) Gloves, clogs, and gum boots shall be supplied to acid and other workers where deemed necessary.

(b.) If on any day the worker is ordered to start work, and the work is done in less than two hours, nevertheless he shall be paid as if he had worked two hours.

(c.) Goggles shall be supplied to men working amongst or handling sulphur.

(d.) Proper provision shall be made for dining and dressing accommodation and for drying wet clothes, the room to be kept clean each day by the employer.

(e.) Respirators shall be allowed to workers where necessary.

(f.) Wages shall be paid weekly or fortnightly on Fridays in the employer's time; one day's lie-time to be allowed.

(g.) Privileges at present existing shall remain in force.

Matters not provided for.

11. Any matter not provided for in this agreement shall be arranged between the management and the executive of the union, and in the event of their being unable to agree the matter shall be referred to the Conciliation Commissioner, with right of appeal to the Arbitration Court.

Term of Agreement.

12. This agreement shall come into force as from the 1st day of August, 1919, and shall continue in force until the 31st day of December, 1920.

The common seal of the New Zealand Freezing-works and Related Trades Industrial Association of Workers was affixed hereto by the undersigned, this 17th day of November, 1919—

[SEAL.]

F. NIALL, General Secretary.

Witness—M. C. Cunninghame.

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

[SEAL.]

JOHN TURNBULL, President.
J. A. MILBURN, Secretary.

Witness—R. J. Patterson.

Signed on behalf of the New Zealand Drug Company (Limited) this 10th day of November, 1919—

KEMP THORNE, PROSSER, AND CO.'S NEW ZEALAND
DRUG COMPANY (LIMITED):
W. TAYLOR, General Manager.

Signed on behalf of the Otago Co-operative Tallow and By-products Company (Limited)—

S. P. NERAMS, Secretary.

Signed on behalf of the Otago Preserving Company (Limited)—

C. P. MURRAY, Secretary.

Signed on behalf of McLeod Bros. (Limited)—

GEO. TODD, Manager.

Signed on behalf of Peter Cameron—

Per JOHN B. BRUGH, Secretary.

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.