

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(8210.) GISBORNE ABATTOIR ASSISTANTS.—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS industrial agreement, made this 25th day of February, 1925, between the Poverty Bay Freezing-works and Related Trades Union (hereinafter called the employees) of the one part, and the Gisborne Borough Council (hereinafter called 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 shall be binding upon the union and every member thereof, and upon the employer, and that the said terms, conditions, and provisions shall be deemed to be and are hereby incorporated in and declared to form part of these presents; and, further, that the union and every member thereof, and the employer, shall respectively do, observe, and perform every matter and thing by the said terms, conditions, and provisions thereof, and on the part of the employer required to be done, observed, and performed, and shall not do anything in contravention to the said terms, conditions, and provisions, but shall in all respects abide by and observe and perform the same. And it is further agreed and declared by and between the parties hereto that any breach of the said terms, conditions, and provisions set out in the schedule shall constitute a breach of this agreement.

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

SCHEDULE.

Working Conditions, Gisborne Abattoirs.

1. The ordinary hours of work shall not exceed forty-four. The hours of commencing work shall be fixed by the manager according to the amount of work to be done. All time worked in excess of forty-four hours in any one week shall be paid for at the rate of time and a half.

2. Casual labour may be employed when found necessary, the same to observe the hours of the permanent employees. The minimum time for such employment shall be six hours, but when found necessary to employ a casual hand for one week or more then such labour shall be paid for at the rate fixed for permanent employees.

3. The wages are on a weekly basis, and to be paid in cash fortnightly, the rates of pay to be—Slaughtermen, £5 10s. per week; assistants, £4 10s. per week; casual slaughtermen, 3s. 6d. per hour; assistants, 2s. 6d. per hour.

4. Employees shall have holidays during the year to fit in with the holidays of the Retail Butchers' award of 1924. One week's holiday on full pay shall be allowed each worker on completion of twelve months' service; no holiday will be allowed to accumulate, or any allowance for workers not completing six months' service, those doing so being entitled to proportionate leave.

General Conditions.

5. The Council shall at all times have a first-aid outfit available for workers at the abattoirs.

6. All workers shall be allowed a fifteen minutes' "smoke-oh" both in the morning and afternoon.

7. The workers shall do their work to the satisfaction of the manager, who has full power of engaging and dismissing employees.

8. Disinfectants shall be available at all times.

9. The Council, through the manager, shall have the fullest right to control (subject to the special conditions of this agreement) over its abattoirs and works, and may make such rules for the necessary and proper management thereof as may be deemed expedient.

Preference.

10. (a.) The employers shall have the power to engage any worker although such worker shall not be a member of the union, but such worker shall become and remain a member within fourteen days after his engagement, failing which the Council shall dismiss such worker from its employ if required to do so by the union, provided there is then a member of the union equally qualified to do the particular work required to be done, and ready and willing to undertake the same.

(b.) The foregoing provision will operate only if and so long as the rules of the union permit any person of good character and sober habits coming within the scope of this agreement to become a member

of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions not exceeding 6d. per week.

11. All tools and watertight boots necessary for use in the work of any of the employees herein mentioned shall be supplied by, and shall belong to, the said employers.

Under-rate Workers.

12. (a.) Any worker who considers himself as 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 such worker after due notice to the union, by the local Inspector of Factories or such other person as the Court may from time to time appoint for that purpose, and such Inspector or person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or person shall think fit to consider after hearing such evidence as the union and such worker shall offer.

(b.) Such permit shall be for such period, not exceeding six months, as such Inspector or other person 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 manner prescribed by 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 or other person may think fit.

(c.) 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.

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

Term of Agreement.

This agreement shall come into operation on the 1st day of November, 1924, and shall be binding on the parties until the 1st day of October, 1925.

The seal of the Mayor, Councillors, and Burgesses of the Borough of Gisborne was hereunto fixed, this 2nd day of March, 1925, in the presence of—

[SEAL.]

GEO. WILDISH, Mayor.
FRED. COLLIN, Councillor.
R. D. B. ROBINSON, Town Clerk.

Signed on behalf of the Poverty Bay Freezing Workers and Related Trades Union.

[SEAL.]

T. H. HUDSON, President.
C. E. BICKFORD, Secretary.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Auckland, pursuant to section 8 (1) of the said Act, on the 7th day of March, 1925.