

(10709.) WELLINGTON INDUSTRIAL DISTRICT BACON-FACTORY
EMPLOYEES.—INDUSTRIAL AGREEMENT DECLARED TO BE AN
AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial
District.

Wednesday, the 19th day of December, 1934.

WHEREAS on the 8th day of October, 1934, an industrial agreement
was made between J. C. Hutton (N.Z.), Limited, Wellington, and
other employers, of the one part, and the Wellington Freezing Works
and Related Trades Industrial Union of Workers, of the other part :
And whereas a duplicate original of the said industrial agreement

was, on the 8th day of October, 1934, filed in the office of the Clerk of Awards at Wellington: And whereas on the 30th day of November, 1934, an application was made to the Court by the parties to the said agreement for an order declaring the said agreement to be an award of the Court: And whereas the Court is satisfied that the said industrial agreement is binding on employers who employ a majority of the bacon-factory workers in the Wellington Industrial District, in which district the said industrial agreement was made: Now, therefor, the Court, in pursuance and exercise of the powers vested in it by section 33 of the Industrial Conciliation and Arbitration Act, 1925, and of every other power in that behalf thereunto enabling it, doth hereby order and declare that the said industrial agreement, a copy of which is hereto subjoined, shall, as from the day of the date hereof, be an award of the Court.

[L.S.]

F. V. FRAZER, Judge.

WELLINGTON INDUSTRIAL DISTRICT BACON-FACORY EMPLOYEES.—
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and of section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, this 8th day of October, 1934, embodies in the Schedule hereto the terms of the settlement arrived at by a Council of Conciliation in the course of an inquiry held at Wellington on the 2nd day of October, 1934, the said Council being duly appointed for the hearing of the industrial dispute between—

Brown, H. J., Bacon-curer, Moreton Road, Carterton
Candy, W. J., Wairarapa Bacon-factory, Carterton
Cornwell, L. H., Ltd., Bacon-curers, Taupo Quay, Wanganui
Elite Bacon, Ice, and Cool Storage Co., Omaha Road, Hastings
Feilding Bacon Co., Ltd., Warwick Street, Feilding
Hutton, J. C. (N.Z.), Ltd., Thorndon Quay, Wellington
Kiwi Bacon Co., Ltd., 115 Thorndon Quay, Wellington
Manawatu Meat and Cold Storage Co., Ltd., 213 Princess Street,
Palmerston North, and Longburn
Palm Bacon Co., Ltd. (A. E. Hansel), 3 Maire Street, Palmerston
North
Wanganui Mild Cure Bacon Co., Ltd. (E. Hansell), 162 Victoria
Avenue, Wanganui

(hereinafter called "the employers"), of the one part, and the

Wellington Freezing Works and Related Trades Industrial Union
of Workers (hereinafter called "the union"), of the other part.

SCHEDULE.

Hours of Work.

1. (a) Subject to the provisions of section 18 of the Factories Act, 1921-22, the hours of work shall not exceed forty-eight per week, to be worked between the hours of 7.30 a.m. and 5 p.m. on six days of the week.

(b) One hour shall be allowed for all meals, except where otherwise mutually arranged to the satisfaction of a majority of the workers in any department of the works.

(c) Any worker having worked all day and night and being required to continue working into the next day shall be paid overtime rates until a break of at least eight hours is given.

(d) Engine-room : Firemen, cleaners, greasers, gas-producers, and trimmers may work in seven shifts of eight hours each week.

Wages.

2. The following shall be the minimum rates of wages payable to the undermentioned workers :—

(a) Workers employed at marking down, chopping, boning, rolling and curing, sticking, scalding, opening, and gambrelling, 1s. 10½d. per hour.

(b) First small - goodsman, 2s. 1¾d. per hour ; cellarman and assistant small-goodsman, 1s. 8½d. per hour.

(c) Lardmakers, store hands, and all other workers not otherwise provided for, 1s. 7d. per hour.

(d) Workers employed in freezing-chambers, manure and casing workers, preservers, tinsmiths, firemen, greasers, cleaners, gas-producer attendants, trimmers, motor-drivers, and horse-drivers, shall be paid not less than the rates ruling for similar workers in freezing-works.

Females.

3. (a) Females may be employed at the following and similar classes of work, that is to say—

Small-goods department : Cutting off, weighing, and wrapping.

Lard department : Attending cooling-machines, attending patting-machines, gumming cartons, inserting parchment liners, and filling the same, packing cartons or pats in boxes.

Bacon department : Bagging, sewing, and seeding bacon and hams.

Preserving department : Labelling and packing.

Bagmaking department : Sewing and printing bags.

(b) The minimum rates of wages for females shall be as follows :—

			Per Week.		
			£	s.	d.
First six months ..	..	..	0	15	9
Second six months ..	..	..	0	18	0
Third six months ..	..	..	1	3	0
Fourth six months ..	..	..	1	6	6
Fifth six months ..	..	..	1	8	6
Sixth six months ..	..	..	1	11	6
Seventh six months ..	..	..	1	13	0
Eighth six months ..	..	..	1	18	6
And thereafter, not less than ..	..	..	2	1	6

Boys and Youths.

4. Boys and youths may be employed, at the discretion of the employer, at not less than the following rates of wages :—

			Per Week.		
			£	s.	d.
Under sixteen years of age ..	..	..	0	15	9
From sixteen to seventeen years of age ..	..	..	1	0	0
From seventeen to eighteen years of age ..	..	..	1	10	0
From eighteen to nineteen years of age ..	..	..	2	0	0
From nineteen to twenty years of age ..	..	..	2	7	6
From twenty to twenty-one years of age ..	..	..	2	15	0

Overtime.

5. Except where otherwise provided, all time worked in excess of the hours mentioned in clause 1 hereof in any one day shall be considered overtime and shall be paid for at the rate of time and a quarter for the first two hours and time and a half thereafter.

Holidays.

6. (a) All workers (except shift workers), including boys, shall be allowed the following holidays in each year: Christmas Day, New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Boxing Day, and on two other holidays to be mutually arranged between the employer and the workers concerned.

(b) For work done on Christmas Day, Good Friday, and Sundays, double time shall be paid. For work done on any of the other holidays herein provided for time and a quarter shall be paid.

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

Preference.

7. (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 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 a written application, without ballot or other election, and upon payment of an annual fee (inclusive of entrance fee, if any) not exceeding £1 10s., but so that the payments for the first month shall not exceed 5s. entrance fee and contributions of 1s. per week.

Payment of Wages.

8. (a) Wages shall be paid weekly, in the employer's time. Two days' lie-time shall 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 employer's consent, or is dismissed by his employer, his wages shall be paid in cash immediately following such leaving or dismissal.

Deductions from Wages.

9. An employer shall be entitled to make a rateable deduction from weekly wages specified in this agreement for any time lost by a worker through his or her sickness, accident, or default.

Engine-room.

10. (a) Annual holidays : Greasers, firemen, cleaners, gas-producers, and trimmers shall have an annual holiday of seven days on full pay for each six months' complete service, or proportionate amount of pay if they should be put off or leave before the expiry of the above term.

Workers employed under this clause shall not be entitled to overtime for work done on any of the holidays mentioned herein.

(b) When workers are required to enter flues for the purpose of cleaning them, or to chip or clean the interior of boiler, digesters, or manure-driers, they shall be paid 2s. extra per day, or part of a day they are so employed. Overalls shall be supplied free of cost to men engaged in the above class of work.

(c) For the purpose of this agreement a flue shall be deemed to extend from the firing-door of boiler to foot of smoke-stack.

General Conditions.

11. (a) When working overtime or when loading out, meal-times shall be at intervals of not more than four hours.

(b) Spells of a reasonable time shall be allowed chamber hands who are in a heated condition through working outside to cool before entering the freezing-chambers. No deduction shall be made from the men's wages on account of such spell.

(c) All freezing - chambers shall be provided with a light and adequate provision for communication with the outside.

(d) Suitable facilities for dressing shall be provided with provision for hot or cold shower-baths, and for drying wet clothes.

(e) All workers shall be supplied with articles reasonably necessary to carry on the work, or materials for making the same. All such articles are to be replaced by the employer when worn out and beyond repair as the result of fair wear-and-tear, and shall remain the property of the employer. The articles to be supplied in the various departments shall be as follows: (1) Chamber hands, two-piece overalls and gloves; (2) preserving department, clogs and aprons; (3) manure and tallow department, overalls and clogs.

(f) Where chamber hands are called upon to work overtime the employers shall provide a meal every eight hours.

(g) A hot-water copper urn shall be provided convenient to the dressing-rooms.

(h) A St. John or similar first-aid outfit shall be provided in each factory.

(i) Sufficient drinking-water of good quality shall be provided.

(j) Where men are requested to work more than two hours' overtime (whether before 8 a.m. or after 5 p.m.) without having previously been notified, a suitable meal, consisting of at least bread, butter, and meat, with tea, coffee, or cocoa, shall be provided by the employer.

(k) Where men are employed grinding bones taken out of digesters double ordinary rates shall be paid.

(l) Fifteen minutes spell without stoppage of pay shall be allowed to all freezing-chamber hands for "smoke-oh" every morning. Ten minutes spell without stoppage of pay shall be allowed to all other workers for "smoke-oh" every morning. Similar spells without stoppage of pay shall be allowed for "smoke-oh" in the afternoon to workers who are required to continue working later than 5 p.m.

Under-rate Workers.

12. Court's clause.

Agreement not to apply to Foremen, &c.

13. Nothing in this agreement shall apply to foremen and other officials.

Scope of Agreement.

14. This agreement shall operate throughout the Wellington Industrial District.

Term of Agreement.

15. This agreement shall come into force on the 8th day of October, 1934, and shall continue in force until the 8th day of October, 1935.

In witness whereof the assessors appointed for the hearing and settlement of the said dispute have executed these presents pursuant to the said section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, on the day and year first before written.

Signed by the assessors on behalf of the employers (applicants)—

C. MONRO.

J. PICOT.

W. J. MOUNTJOY.

Witness—Pat Hally.

Signed by the assessors on behalf of the union—

A. McLEOD.

F. WILKINSON.

A. W. BROWN.

Witness—Pat Hally.
