

NELSON INDUSTRIAL DISTRICT.

(10313.) NELSON JAM-FACTORY 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 12th day of October, 1932, embodies the terms of the settlement arrived at by the assessors appointed for the hearing of the industrial dispute between S. Kirkpatrick and Co., Ltd., Nelson (hereinafter called "the employer"), of the one part, and Nelson Jam-factory Industrial Union of Workers (hereinafter called "the union"), of the other part, whereby it is mutually agreed by and between the said assessors as follows:—

SCHEDULE "A."

Hours of Work.

1. The hours of work for males and females respectively shall be as provided by sections 17, 18, and 19 of the Factories Act, 1921, commencing at 7.30 a.m., subject, as regards female workers, to the consent of the Inspector being obtained in terms of section 18 of the Factories Act, 1921. Employees to be ready and at their respective posts at the appointed hours.

Overtime.

2. All work done in excess of eight hours and three-quarters in any day in the case of males or eight hours and a quarter on any day in the case of females shall count as overtime and be paid for at the rate of time and a quarter.

Meals.

3. (a) No worker shall be required to work more than five hours continuously without a meal.

(b) The employer shall, unless reasonable notice is given, allow meal-money at the rate of 1s. 6d. per meal when workers are called upon to work overtime after 6 p.m. on Mondays to Fridays, inclusive, or after 1 p.m. on Saturdays. This clause shall not apply to a worker who usually goes home for his or her midday meal on ordinary working-days.

Classes of Workers.

4. This agreement applies to workers of the following classes :—

(a) Regular worker, meaning a male worker over the age of twenty-one years who has been actively and continuously engaged in any of the operations carried on by the employer in and incidental to the preparation, manufacture, packing, and delivering of food products and other goods manufactured or dealt in by the employer, or in the care and maintenance of the employer's factory, for a term of not less than three consecutive years, and who is not subject to any other subsisting award or industrial agreement to which the employer is a party.

(b) Seasonal worker, meaning a male worker over the age of twenty-one years who has been employed either continuously or intermittently in any of the operations carried on by the employer in and incidental to the preparation, manufacture, packing, and delivering of food products and other goods manufactured or dealt in by the employer, or in the care and maintenance of the employer's factory, for a term less than three consecutive years, and who is not subject to any other subsisting award or industrial agreement to which the employer is a party.

(c) Youth, meaning a male worker under the age of twenty-one years, including a boy.

(d) Female worker, meaning a female worker, irrespective of age.

Wages.

5. The minimum rates of wages under this agreement shall be as follows : Regular worker, 1s. 3d. per hour ; seasonal worker, 9d. per hour ; youth and female worker, as provided by section 32 of the Factories Act, 1921.

Piecework rates may be paid to any worker in any department, provided that 75 per cent. of the workers on piecework are able to earn wages not less than those above prescribed.

Terms of Employment.

6. Employment shall be terminated only by a day's notice on either side. Such notice may be given at any time. This shall not affect the right of the employer to dismiss an employee without notice for misconduct, and in such cases wages shall be paid up to the time of dismissal only.

Payment of Wages.

7. (a) Wages shall be paid fortnightly on alternative Fridays, within ten minutes of closing-time.

(b) All wages shall be paid on dismissal of a worker or when a worker leaves of his own accord.

Holidays.

8. (a) For work done on Sundays, New Year's Day, Anzac Day, Good Friday, Easter Monday, King's Birthday, Labour Day, Anniversary Day, Christmas Day, Boxing Day, and first Monday in August, time and a half shall be paid.

(b) Notice of closing down for the Christmas holidays shall be posted in a conspicuous place at least three days before the holidays.

Sanitary and other Conveniences.

9. (a) It shall be the duty of the employer to provide suitable room wherein the employees may keep their clothes, good ventilation, and proper sanitary arrangements, also a sufficient supply of boiling water at meal-hours.

(b) The employer shall provide reasonable facilities for supplying warmth for workers in cold weather.

Accidents.

10. A St. John Ambulance (or similar) first-aid compressed kit shall be kept in a convenient and accessible place in the works; also conveniences for a supply of hot water at short notice.

Tools.

11. The employer shall supply all tools required, such tools to remain the property of the employer and not to be taken off the premises except with the permission of the employer.

Preference.

12. The employer shall be at liberty to engage labour and to arrange the work in such manner as shall suit the requirements of the business without preference to members of the union, but in the employment or dismissal of employees the employer shall not discriminate against members of the union.

Under-rate Workers.

13. (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 union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose, and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earning, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument 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 shall 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 the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

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

Scope of Agreement.

14. This agreement shall bind only the parties named herein.

Matters not provided for.

15. If any matter arises not provided for in this agreement or in the Factories Act, 1921, it shall be referred to a committee comprised of three representatives of the union and three representatives of the employer, with an independent chairman, for decision. The decision of the majority of this committee shall be binding.

Term of Agreement.

16. This agreement shall come into operation on the 1st day of November, 1932, and shall continue in force until the 31st day of October, 1933.

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

On behalf of employer—

C. MILNER.

F. J. TUCKFIELD.

On behalf of union—

D. W. BROWN.

R. WARD.

Witness to signatures—E. W. F. Gohns, Conciliation Commissioner.
Nelson, 12th October, 1932.
