

(94.) DUNEDIN BUTCHERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900”; and in the matter of an industrial dispute between the Dunedin and Suburban Operative Butchers’ Union (hereinafter called “the union”) and the following employers: namely, Charles Allen, North-east Valley; Richard Botting, North-east Valley; R. C. Moore, King Street, Dunedin; David Bethune, King Street, Dunedin; A. Belwell, King Street, Dunedin; D. Grindley, Albany Street, Dunedin; W. Higginson, Frederick Street, Dunedin; J. Kenny, Hanover Street, Dunedin; E. F. Lawrence, George Street, Dunedin; Thomas Smith and Co., George Street, Dunedin; William Duke, George Street, Dunedin; A. Rennie, George Street, Dunedin; W. Patrick, Princes Street, Dunedin; Parsons and Son, Princes Street, Dunedin; R. Rae, Main Road, South Dunedin; Botting Bros., Main Road, South Dunedin; Elliott Bros., Main Road, South Dunedin; Smith and Co., Main Road, South Dunedin; J. McKay, Main Road, South Dunedin; R. Howard, Main Road, South Dunedin; H. Sharp, Frederick Street, Dunedin; A. Rennie, Main Road, South Dunedin; James Wright, Caversham; Griffiths Bros., Caversham; J. Lindsay, Caversham; J. Hellyer, Walker Street, Dunedin; Elliott Bros., Rattray Street, Dunedin; John McIntosh, Maclaggan Street, Dunedin; A. and J. McFarlane, Maclaggan Street, Dunedin; Irvine and Stevenson, George Street, Dunedin; J. Wallace, “The Glen,” Mornington; H. Lamont, Arthur Street, Dunedin; F. H. Botting, Arthur Street Dunedin; A. Sheriff, Roslyn; J. Dunning, Albany Street, Dunedin; J. Bain, Ravensbourne; X.Y.Z. Company, Princes Street, Dunedin; J. Fairley, Kaikorai; H. Lamont, Kaikorai; J. McGlashun, Roslyn; J. Barclay, Albany Street, Dunedin (hereinafter called “the employers”).

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the

members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and observe and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 1st day of September, 1901, and shall continue in force until the 1st day of September, 1903.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereunto set his hand, this 26th day of August, 1901 (the Court having duly extended the time for making this award until the 31st August, 1901).

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. *Hours of Labour.*—The hours of labour shall not exceed fifty-six in any week, and for the purpose of calculating the hours of labour each of the holidays mentioned in paragraph 3 hereof shall be deemed to be a day on which eight hours shall have been worked, although no work has been actually done on such holiday. The hours of labour in any week shall cease not later than 10 p.m. every Saturday.

2. The hours of commencing and leaving off work on each day of the week by the employees of any employer may, in case of difference, be settled by the employer and the secretary or president of the union, or, in case they are unable to agree, then by the Chairman of the Conciliation Board of the industrial district, whose decision shall be final. In deciding the matter the requirements of each business shall be considered irrespective of any other business in the trade.

3. *Holidays.*—The following days to be observed as holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, King's Birthday, Labour Day, Prince of Wales' Birthday, Christmas Day, Boxing Day, and the day of the Dunedin and Suburban Operative Butchers' annual picnic. The employers are to have the

right to fix the day of the week, but not otherwise the date of this holiday.

4. Where two holidays come together, or one falls on a Monday, the employers may require their workmen to attend for a period not exceeding two hours at the commencement of the second of such holidays, or at the commencement of the Monday if any holiday shall fall on a Monday.

5. *Wages*.—First shopman shall be paid not less than £3 per week and found; if not found, 10s. per week to be added to the weekly wage. Second shopman, £2 10s. and found, or addition to weekly wage as above. Third shopman, £2 1s. and found, or addition to weekly wage as above. First small-goods man, £3 and found, or addition to weekly wage as above. Second small-goods man, £2 1s. and found, or addition to weekly wage as above. Men in charge of a hawking-cart, £2 1s. and found as above. Men in charge of an order-cart, £2 1s. and found as above. Rider-out in charge of a round, according to his age, the same as is prescribed for boys of a similar age; or, if over the age of twenty-one years, the same amount as is prescribed for a boy over the age of eighteen and under the age of twenty-one years. Riders-out to be found in addition, or, if not found, 7s. 6d. to be added to their weekly wage.

NOTE.—See addendum to this clause, page 617.

6. *Boys*.—Boys, if under sixteen years of age, 10s. and not found; boys, if over sixteen and under seventeen, 14s. and not found; boys, if over seventeen and under eighteen, 18s. and not found; boys, if over eighteen and under twenty-one, £1 2s. 6d. and not found. The proportion of boys employed by any employer to men shall not exceed one boy to every three men or fraction of three men. For the purpose of determining the proportion of boys to men, in taking any new boy the calculation shall be based on a two-thirds full-time employment of men for the previous twelve calendar months.

7. *Meat*.—All employees other than boys and those engaged in shops in which a pork butcher's business only is carried on to be allowed meat to an amount not exceeding in value 5s. per week.

8. *Casual Labour*.—Each man employed to be paid 9s. per day and found on any day, except when employed for a Saturday only. If employed on a Saturday only the rate of pay to be 10s. and found. On any day on which a casual hand is not found 1s. 6d. to be added to his weekly wage.

9. *General*.—Where the employer is himself substantially engaged in carrying on, in his own shop, the actual working business of a butcher he shall be classed as a first shopman.

10. If a small-goods man be not solely employed at small goods he shall rank as a general hand.

11. *Overtime*.—The Court makes no order as to the payment of overtime, but leave is reserved to any party bound by this award to apply to the Court for an order as to overtime at any time whilst this award is in force.

12. *Exemptions*.—Nothing herein contained shall be deemed to

relate to the employment of clerks or other persons exclusively engaged in the office-work of any employer; nor to boys employed at cash-registers, who do no work except cleaning, and no other work which can be classed as butchers' work; nor to any butchers carrying on business elsewhere than in the City of Dunedin and its suburbs.

13. *Preference of Employment.*—If and so long as the rules of the union shall permit any person now employed in the trade in this industrial district, and any person who may hereafter reside in this industrial district, and who is a competent journeyman, to become a member of such union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join the union, without ballot or election, then and in such case employers shall, when engaging a workman, employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it.

14. Until the rules of the union are, if necessary, altered in accordance with the provisions of the last preceding clause, employers may employ any person whether a member of the union or not; but no employer shall discriminate against members of the union, and no employer shall, in the employment or dismissal of any person or in the conduct of his business, do anything for the purpose of injuring the union, whether directly or indirectly.

15. When members of the union and non-members are employed together there shall be no distinction between members and non-members, and both shall work together in harmony, and shall receive equal pay for equal work.

16. When the rules of the union are such as to entitle the members of the union to preference under the foregoing clauses, and at all times thereafter, the union shall keep in some convenient place within one mile from the Chief Post-office in the City of Dunedin a book to be called "the employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment, with a description of the branch of the trade in which such member claims to be proficient, and the names, addresses, and occupations of every employer by whom such member shall have been employed during the preceding one year. Immediately upon such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use its best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall in any particular be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer without fee or charge at all hours between 8 a.m. and 5 p.m. on every

working-day except Saturday, and on that day between the hours of 8 a.m. and noon. If the union fail to keep the employment-book in manner provided by this clause, then and in such case, and so long as such failure shall continue, any employer, if he so thinks fit, may employ any person or persons, whether a member of the union or not, to perform the work required to be performed, notwithstanding the foregoing provisions. Notice by advertisement in the *Otago Daily Times* and *Evening Star* newspapers, published in the City of Dunedin, shall be given by the union of the place where such employment-book is kept, and of any change in such place.

17. *Incompetent Workmen.*—Any workman who considers himself, through age or infirmity, not capable of earning the minimum wage mentioned in paragraph 5 hereof may be paid such less wage as may from time to time be agreed upon in writing between any employer and the secretary or president of the union; and, in default of such agreement within twenty-four hours after such journeyman shall have applied in writing to the secretary of the union stating his desire that such wage shall be agreed upon, as shall be fixed in writing by the Chairman of the Conciliation Board for the industrial district upon the application of such journeyman after twenty-four hours' notice in writing to the secretary of the union, who shall, if desired by him, be heard by such Chairman on such application. Any journeyman whose wage shall have been so fixed may work and may be employed by any employer for less wage for the period of six calendar months thereafter, and, after the expiration of the said six calendar months, until fourteen days' notice in writing shall have been given him by the secretary of the union requiring his wage to be again fixed in manner prescribed by this clause.

18. The foregoing clauses numbered 1 to 17 inclusive embody the terms, conditions, and provisions referred to in the foregoing award, and are hereby declared to be incorporated in and to form part thereof.

In witness whereof the seal of the Court of Arbitration hath been hereto affixed, and the President hath hereunto set his hand, this 26th day of August, 1901.

THEO. COOPER, J., President.

Re No. 94.—DUNEDIN BUTCHERS.

In the Dunedin butchers' award, of the 26th August, 1901, an omission was made, and in consequence the President of the Court has made the following addendum:—

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900"; and in the matter of an industrial dispute between the Dunedin and Suburban Operative Butchers' Union (hereinafter called "the

union") and the following employers: viz., Charles Allen, of North-east Valley; R. C. Moore, of King Street, Dunedin; Richard Botting, of North-east Valley; David Bethune, of King Street, Dunedin; A. Belwell, of King Street, Dunedin; D. Grindley, of Albany Street, Dunedin; W. Higginson, of Frederick Street, Dunedin; J. Kenny, of Hanover Street, Dunedin; E. F. Lawrence, of George Street, Dunedin; Thomas Smith and Co., of George Street, Dunedin; William Duke, of George Street, Dunedin; A. Rennie, of George Street, Dunedin; W. Patrick, of Princes Street, Dunedin; Parsons and Son, of Princes Street, Dunedin; R. Rae, of Main Road, South Dunedin; Botting Bros., of Main South Road, Dunedin; Elliott Bros., of Main South Road, Dunedin; Smith and Co., of Main South Road, Dunedin; J. McKay, of Main Road, South Dunedin; R. Howard, of Main Road, South Dunedin; H. Sharp, of Frederick Street, Dunedin; A. Rennie, of Main Road, South Dunedin; James Wright, of Caversham; Griffiths Bros., of Caversham; J. Lindsay, of Caversham; J. Hellyer, of Walker Street, Dunedin; Elliott Bros., of Rattray Street, Dunedin; John McIntosh, of Maclaggan Street, Dunedin; A. and G. Macfarlane, of Maclaggan Street, Dunedin; Irvine and Stevenson, of George Street, Dunedin; J. Wallace, of "The Glen," Mornington; H. Lamont, of Arthur Street, Dunedin; F. H. Botting, of Arthur Street, Dunedin; A. Sheriff, of Roslyn; J. Dunning, of Albany Street, Dunedin; J. Bain, of Ravensbourne; X.Y.Z. Company, of Princes Street, Dunedin; J. Fairley, of Kaikorai; H. Lamont, of Kaikorai; J. McGlashan, of Roslyn; J. Barclay, of Albany Street, Dunedin.

There being in the award filed herein a clerical error in the omission from the 5th rule of the words "General hands, £2 1s. per week and found, or, if not found, 10s. per week to be added to the weekly wage," the Court doth declare that the wages for general hands, fixed and awarded by the Court at the hearing of this dispute, was £2 1s. per week and found, or, if not found, 10s. per week to be added to the weekly wage; and the award to be filed herein is to be read as if the said words "General hands, £2 1s. per week and found, or, if not found, 10s. per week to be added to the weekly wage," had been inserted therein.

Dated at Wellington, the 8th day of November, 1901.

By the Court.

THEO. COOPER, J., President.