

CANTERBURY INDUSTRIAL DISTRICT.

890. SOUTH CANTERBURY TALLOW AND MANURE AND GENERAL LABOURERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendments; and in the matter of an industrial dispute between the South Canterbury Tallow and Manure and General Labourers’ Industrial Union of Workers (hereinafter called “the workers’ union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

The Christchurch Meat Company (Limited);

The Canterbury Frozen Meat and Dairy-produce Export Company (Limited).

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 duly appointed, and neither party having thought it necessary to tender any witnesses, 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 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 July, 1905, and shall continue in force until the 1st day of October, 1906.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 20th day of June, 1905.

FREDK. R. CHAPMAN, J., President.

THE SCHEDULE.

THIS award, comprising the rules herein set forth, shall take effect from the 1st day of July, 1905, and shall remain in force and its provisions may be enforced up to the 1st day of October, 1906

RULES.

Control of Factory.

1. Every employer shall be entitled to the fullest control of his factory, and to make such rules and regulations not inconsistent with the following conditions as may be deemed necessary for the proper management of his business.

Hours of Labour.

2. When the factories are slaughtering and freezing, the hours of labour shall be eight, between 6 a.m. and 6 p.m., with liberty to work when necessary an extra hour for completion of the day's work without payment of any additional rate. During the rest of the year the ordinary day shall consist of eight hours. All other time, except when working shifts, shall be overtime. Men working in shifts are to work any eight hours of the twenty-four, any additional time shall be overtime. The rules now in force in each establishment for smoking and for dinner shall continue.

Rates of Pay.

3. The following shall be the minimum rate of wages paid to men employed in and about manure-works, tallow-works, yard, and all general labourers not under the control of any other award, oleo-works

excepted : Ordinary time, 10½d. per hour ; overtime at the rate of time and a quarter.

Under-rate Workmen.

4. Any worker who from any incapacity may be unable to earn the minimum rate of wages may have his wages fixed by a committee consisting of the employer and two members of the union. In the event of this committee failing to come to an agreement, then the matter may be referred to the Chairman of the Conciliation Board or the Stipendiary Magistrate whose decision shall be final.

Time of Payment of Wages.

5. Wages shall be paid fortnightly, within two days after the expiry of the fortnight.

Preference of Employment.

6. If and so long as the rules of the union shall permit any person now employed in the occupations included in this award in this industrial district, and any person who may hereafter reside in this industrial district, and who is a competent workman at such occupations, to become a member of the 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 other election, then and in such case the employers shall, when engaging men or discharging them, give preference of employment to the members of the South Canterbury Tallow and Manure and General Labourers Industrial Union of Workers, provided 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.

Employment-book.

7. The union shall keep in the offices of the Inspector of Factories at Timaru, a book 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 occupations in which such member claims to be proficient. Immediately upon such member obtaining employment, a note thereof shall be entered in such book. The executive of the union shall use their 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 during office-hours. If the union fails 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 may, if he so thinks fit, 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 of advertisement in the *Timaru Herald* and *Timaru Post* shall be given by the union of the places where such respective employment-books are kept.

Holidays.

8 Double time shall be paid for work on Christmas Day and Good Friday. Time and a half shall be paid for work on Sundays, Easter Monday, the King's Birthday, Boxing Day, Empire Day, and Labour Day.

This award, embodying the foregoing provisions which are agreed upon by the parties, and which the Court has been by all parties requested to embody in an award, shall bind the parties hereto, and shall continue in force from the date prescribed for the termination thereof until superseded by another award or an industrial agreement.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the President of the Court hath hereunto set his hand this 20th day of June, 1905.

FREDK. R. CHAPMAN, J., President.

891. CANTERBURY SLAUGHTERMEN'S ASSISTANTS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Canterbury Slaughtermen's Assistants' Industrial Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

The Christchurch Meat Company (Limited);

The Canterbury Frozen Meat and Dairy-produce Export Company (Limited).

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 duly appointed and neither party having thought it necessary to tender any evidence, 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