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 Com-

pany (Limited).

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned 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 sall bhe 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. The hours of commencement of work shall not be earlier than 7 o'clock in the morning. No time is fixed for the hours on each day on which labour shall cease, and each employer shall be at liberty to determine this according to the exigencies from time to time of each business. The rules now in force in each slaughterhouse for smoking and for dinner shall continue to apply to each business.

Rate of Pay.

3. The rate of pay for each slaughterman's assistant shall be $10\frac{1}{2}$ d. per hour. Youths and boys may be employed at the following rate according to their respective ages: 21 and over, $10\frac{1}{2}$ d. per hour; 20 to 21, $7\frac{1}{2}$ d. per hour; 19 to 20, $6\frac{1}{4}$ d. per hour; 18 to 19, 5d. per hour; 17 to 18, 17s. 6d. per week; 16 to 17, 15s. per week; 15 to 16, 12s. 6d. per week. The freezing companies to give an undertaking that any youths or boys at present employed will not be reduced from present rate of wages.

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 workmen at such occupations, 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 other election, then and in such case the employers shall, when engaging men or discharging them, give preference to the members of the Canterbury Slaughtermen's Assistants' Industrial Union of Workers, providing 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 Christchurch, Timaru, and Ashburton, 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 occupation 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 con-

tained 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 by advertisement in the Lyttelton Times, the Christchurch Press, Ashburton Guardian, the Timaru Herald, and Timaru Post shall be given by the union of the places where such respective employment-books are kept.

Holidays.

8. The following days shall be recognised as holidays: The King's Birthday, Good Friday, Easter Monday, Labour Day, Show Day (if it shall not fall upon the King's Birthday), Christmas Day, Empire Day, and Boxing Day. All work done on these days and on Sundays shall

be paid for at double rates except as hereinafter provided.

Provided that on Easter Monday, the King's Birthday, Empire Day, and Boxing Day employers shall be at liberty to employ such of the employees as they may require for a period of four hours, and such employees shall work on such days and for such period for the purpose of slaughtering stock for local consumption. All such work done on these days during that period shall be paid for at ordinary rates.

For the Canterbury Frozen Meat and Dairy-produce Export Company (Limited),
F. WAYMOUTH, Managing Director.

For the Christchurch Meat Company (Limited),

GILBERT ANDERSON, Managing Director.
For the Canterbury Slaughtermen's Assistants' Industrial
Union of Workers.

W. R. Henderson, President. Geo. F. Gray, Secretary.

General.

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.