

(1381.) 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, 1905,” and its amendments; and in the matter of an industrial dispute between the Canterbury Slaughtermen's Assistants' Industrial Union of Workers (hereinafter called “the union”) and the undermentioned companies (hereinafter called “the employers”):—

The Christchurch Meat Company (Limited), Christchurch.

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

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 the employers by their representatives duly appointed, 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 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 30th day of September, 1907, and shall continue in force until the 30th day of September, 1909.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 30th day of August, 1907.

W. A. SIM, Judge.

SCHEDULE.

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 necessary for the proper management of his business.

Hours of Labour.

2. No time is fixed for the hours on each day on which work shall start or finish, but no worker shall work for more than eight hours in any one day without being paid overtime as hereinafter provided, 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.

Rates of Wages.

3. The wages to be paid to slaughtermen's assistants shall be at the rate of not less than 7s. 6d. per day. A worker shall be entitled to be paid only for time actually worked.

Employment of Youths.

3A. Boys and youths may be employed at the discretion of the employers at not less than the following rates of wages per week: Between the ages of 14 and 15, 12s.; 15 and 16, 15s.; 16 and 17, 18s.; 17 and 18, £1 1s.; 18 and 19, £1 5s.; 19 and 20, £1 10s.; 20 and 21, £1 15s.

Overtime.

4. All time worked above eight hours per day shall be considered overtime, and shall be paid for at the rate of time and a quarter, and each day shall stand by itself.

Holidays.

5. The following shall be the holidays: New Year's Day, Good Friday, Easter Monday, Prince of Wales' Birthday, Labour Day, Christmas Day, Boxing Day, reigning sovereign's birthday, and picnic day.

6. No work shall be done on above holidays and Sundays save for local requirements for four hours: Provided that on Easter Monday, the King's Birthday, Prince of Wales' Birthday, and Boxing Day employers shall be at liberty to employ such of the workers as they may require for a period of four hours, and such workers shall work on such days and for such period for the purpose of slaughtering stock for local consumption. All work done on these days during that period shall be paid for at ordinary rates.

Payment of Wages.

7. Wages shall be paid fortnightly. Two days' lie-time shall be allowed. If any worker desires his wages to be paid at the Christchurch office of the employers, and shall give forty-eight hours' notice of his desire, then his wages shall be paid at such Christchurch office, and not at the factory: Provided that if any worker leaves his employment without his employer's consent, or is dismissed by his employer, his wages shall be paid immediately following such leaving or dismissal.

Under-rate Workers.

8. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award 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 Chairman of the Conciliation Board or such other person as the Court may from time to time appoint for that purpose, and such Chairman or person in so

fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Chairman or person may think fit to consider, after hearing such evidence and argument as the union and such worker shall offer; and upon granting such permit such Chairman or person shall forward notice thereof to the Inspector of Factories.

(b.) Whenever occasion arises for so fixing a worker's wage it shall be fixed for such period not exceeding six months as such Chairman or person shall determine, and after the expiration of the said period 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 Chairman or 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 Factories 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 wage, to examine the permit or agreement by which such wage is fixed.

Preference.

9. 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 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 union, 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.

10. The union shall cause to be kept in some convenient place within one mile from the Chief Post-office, Christchurch, 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 work in which each worker claims to be proficient, and the names, addresses, and occupations of every employer by whom such worker shall have been employed during the preceding six months. Im-

mediately upon such worker 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 be wilfully false, or in case the executive of the said 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 prescribed by this clause, then and in such case and so long as such failure shall continue any employer may, if he think fit, employ any worker, whether a member of the union or not, to perform the work required to be done, notwithstanding the foregoing provisions. Notice by advertisement in the *Christchurch Press* and *Lyttelton Times* newspapers, published in Christchurch, shall be given by the union of the place where such employment-book is kept, and of any change in such place.

Scope and Term of Award.

11. The employers having undertaken to treat this award as binding on them so far as relates to wages as from the 18th day of February, 1907, they shall on demand pay to all workers coming within the scope of this award who have worked for them since the said 18th day of February, 1907, the difference between the wages paid to such workers and the wages they would have been entitled to receive had this award been in force since the 18th day of February, 1907, and they shall also pay wages in accordance with the provisions of this award as from the date hereof.

12. Subject to the provisions hereinbefore contained, this award shall come into force on the 30th day of September, 1907, and shall remain in force until the 30th day of September, 1909.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 30th day of August, 1907.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies the agreement of the parties.

W. A. SIM, Judge.