

## WELLINGTON INDUSTRIAL DISTRICT.

## (1865.) WANGANUI OPERATIVE BUTCHERS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1908,” and the amendment thereof; and in the matter of an industrial dispute between the Wanganui Operative Butchers’ Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Bristol and Caddy, Wanganui.

John Calver, Wanganui.

R. Davis, Wanganui.

C. Heinold, Wanganui.

Ludlam and Lawson, Wanganui.

Mitchell and Co., Wanganui.

Senior and Bennett, Wanganui.

Sherman and Son, Wanganui.

R. Staddon, Wanganui.

Tucker Bros., Wanganui.

Wanganui Meat-freezing Company (Limited), Wanganui.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above mentioned dispute, and the agreement arrived at by the parties hereto, and in order to give effect to the application of all the parties that the terms and conditions thereof should be embodied in this award, 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 21st day of June, 1909, and shall continue in force until the 21st day of June, 1911.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereto set his hand, this 18th day of June, 1909.

W. A. SIM, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. The hours of work shall be fifty-six in any week. For the purpose of calculating the hours, each of the holidays in paragraph 9 hereof shall be deemed a day on which eight hours shall have been worked, although no work has actually been done on that day. The hours of work shall cease not later than 10 p.m. every Saturday, except in the case of any pork-butcher, when work shall cease at 10.30 p.m.

2. Each employer shall fix a schedule of hours for his employees, such schedule to be submitted for approval to the union. Should the union express its disapproval of such schedule, and the same not be settled at a conference between the employer and the president or secretary of the union, then the same shall be submitted to the Stipendiary Magistrate sitting in Wanganui, whose decision shall be final. Should it be necessary for an employer to require a workman to work before the hour of commencing or after the hour of leaving off work for special purposes, such employee shall be allowed the extra time worked on some day during that week. A time-book shall be kept by the employer in which every employee shall enter his time of commencing and leaving off work, and it shall be deemed a breach of award if any employee shall in any way falsely make an entry; and the time-book shall be open to inspection by the secretary or other officer appointed for the purpose during business hours.

##### *Minimum Rate of Wages.*

3. First shopman, £3 per week; second shopman, £2 10s. per week; first small-goods man, £3 per week; second small-goods man, £2 10s. per week; hawking carters, £2 10s. per week; general hands, £2 10s. per week; order carters—first year's engagement £2 per week, second year's engagement £2 5s. per week, third year's engagement £2 10s. per week; casual hands 9s. 6d. per day, Saturday only, 11s; boys under sixteen, 17s. 6d. per week; sixteen and under seventeen, £1 per week; seventeen and under eighteen, £1 2s. 6d. per week; eighteen and under nineteen, £1 5s. per week; nineteen and under twenty, £1 7s. 6d. per week; twenty and under twenty-one, £1 10s. per week; over twenty-one, £1 12s. 6d. per week. All the above wages shall be paid in cash without deduction.

##### *Under-rate Workers.*

4. In case a worker considers himself incapable of earning the minimum rate of wage, a written permit to accept a less wage can

be obtained from the secretary of the union, or at a conference between the employee, the employer, and the secretary or president; and if they are unable to agree the question shall be referred to the Inspector of Factories at Wanganui, whose decision shall be final.

*Miscellaneous Conditions.*

5. The proportion of boys to men employed by any employer shall not exceed one boy to every three men or fraction of three men.

6. All employees who are married men (other than those engaged in a concern in which a pork-butcher's business only is carried on) shall be allowed meat to an amount not exceeding 5s. per week.

7. When any employee is regularly engaged in a shop he is to be classed as first shopman.

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

*Holidays.*

9. The following holidays shall be allowed without stoppage of pay: New Year's Day, Good Friday, Easter Monday, the birthday of the reigning sovereign, Labour Day, Prince of Wales's Birthday, Christmas Day, Boxing Day, Anniversary Day, and the day on which the annual butchers' picnic is held.

10. 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 on the Monday if any holiday shall fall on the Monday.

*Preference.*

11. So long as the rules of the union permit any person of good character and sober habits, and who is either a competent workman in some branch of the trade, or, having worked at the trade, is entitled to be rated as an under-rate worker, to become a member upon payment of an entrance fee not exceeding 5s. upon his written application without ballot or other election, and so to continue upon contributing subscriptions not exceeding 6d. per week, the employers shall 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; but this shall not compel an employer to dismiss any person now employed by him.

12. No employer shall in the engagement or dismissal of his men discriminate against members of the union, or shall in the conduct of his business do anything directly or indirectly for the purpose of injuring the union.

13. Where members of the union and non-members are employed together they shall work together in harmony, and shall receive equal pay for equal work.

14. The union shall keep in some convenient place, within one mile from the Chief Post-office in the Borough of Wanganui, 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 members claim to be proficient, and the names, addresses, and occupations of every employer by whom each such member shall have been employed during the preceding year. 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 and his servants, 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 may, if he so thinks fit, employ any person or persons, whether a member or members of the union or not, to perform the work required to be performed, notwithstanding the foregoing provisions. Notice by advertisement in the *Wanganui Chronicle* and *Wanganui Herald* newspapers, published in the Borough of Wanganui, shall be given by the union of any change in such place. The provisions hereof relating to preference shall not apply to employers resident more than ten miles from the Chief Post-office, Wanganui.

*Scope of Award.*

15. This award shall bind the parties hereto and all parties hereafter entering into business within a radius of fifteen miles from the Chief Post-office, Wanganui, and the Court reserves to itself power to extend the same so as to bind any person or persons carrying on business within this industrial district.

*Term of Award.*

16. This award shall come into force on the 21st day of June, 1909, and shall continue in force until the 21st day of June, 1911.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 18th day of June, 1909.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies, without alteration, the agreement of the parties.

W. A. SIM, Judge.