

(4122.) WELLINGTON DISTRICT BACON-FACTORIES EMPLOYEES.—
AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Wellington Bacon-factory Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):

Dimock, W., and Co., Wellington.

Feilding Bacon Company, Feilding.

Martin, R., Grey Street, Palmerston North.

Wairarapa Bacon and Freezing Company, Carterton.

Wellington Farmers' Bacon Company, 90 Queen Street,
Masterton.

Woodville Bacon Company (Limited), Woodville.

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 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 6th day of September, 1915, and shall continue in force until the 1st day of January, 1918, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 26th day of August, 1915.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall not exceed forty-eight hours per week, to be worked between the hours of 7.30 a.m. and 6 p.m. for five days of the week, no work to exceed eight and three-quarter hours in any one day; and on one day of the week the hours shall not exceed four and a half, between the hours of 7.30 a.m. and 1 p.m.

Wages.

2. The minimum wage for workers shall be as follows: Slaughtermen, cutters-up, and rollers, 1s. 4d. per hour; men while working in freezing-chambers, 1s. 3d. per hour; tinsmiths, 1s. 3d. per hour; all other workers, 1s. 2d. per hour.

Wages of Boys and Youths.

3. Boys and youths may be employed at the discretion of employers at not less than the following rates of wages: Between the ages of fourteen and fifteen years, 12s. per week; between the ages of fifteen and sixteen years, 15s. per week; between the ages of sixteen and seventeen years, 18s. per week; between the ages of seventeen and eighteen years, £1 1s. per week; between the ages of eighteen and nineteen years, £1 5s. per week; between the ages of nineteen and twenty years, £1 10s. per week.

Overtime.

4. Overtime shall be paid at the rate of time and a quarter for the first four hours, and time and a half thereafter. Each day shall stand by itself.

Holidays.

5. The following shall be holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, and Christmas Day.

Payment for Holidays.

6. Double time shall be paid for work done on Christmas Day, Good Friday, and Sundays, and time and a half for work done on New Year's Day, Easter Monday, and Labour Day.

Payment of Wages.

7. Wages shall be paid weekly or fortnightly, and not more than two days' pay shall be kept in hand.

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 local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b.) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force 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 Inspector or other person shall think fit.

(c.) Notwithstanding the foregoing it shall be competent for a worker to agree in writing 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.

Matters not provided for.

9. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party dissatisfied with the decision of the Inspector of Awards may appeal to the Court upon giving written notice of such appeal to the other

party within seven days after such decision shall have been communicated to the party desiring to appeal.

Preference.

10. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of a entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

General Conditions.

11. (a.) Gloves shall be supplied by the employers to such men as require them.

(b.) Men who are in a heated condition through working outside shall be allowed a reasonable time (without deduction from wages) to cool before entering the freezing-chamber.

Term of Award.

12. This award shall come into force on the 6th day of September, 1915, and shall continue in force until the 1st day of January, 1918.*

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 26th day of August, 1915.

T. W. STRINGER, Judge.

MEMORANDUM.

The principal question raised in this dispute was as to the minimum rate of wages. All the witnesses called by the union were employees of Messrs. Dimock and Co., who are the largest employers in the industry in the Wellington District. The wit-

* Section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.

nesses, almost without exception, had been in the service of the firm for long periods varying from three to ten years, and the firm seems to have been to some trouble to provide constant employment for their workers, whose average earnings appear to the Court to have been fairly satisfactory and not to have afforded any substantial ground for complaint. As, however, the union pressed for an award, the Court has felt compelled to make one in similar terms to that made recently in Christchurch, as otherwise the Court would be giving employers in this district an advantage over those in the South Island, with whom the former admittedly compete in trade. It may well be that this will result in a readjustment of the work in Dimock and Co.'s establishment which will operate disadvantageously to the workers employed, but if so the workers themselves and not the Court will be responsible for that result.

T. W. STRINGER, Judge.
