

**(4370.) INVERCARGILL AND SUBURBS AND BLUFF BUTCHERS.—  
AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 29th day of June, 1916, between the Southland Operative Butchers' Industrial Union of Workers (hereinafter referred to as "the union"), and the Invercargill and Suburban Master Butchers' Industrial Union of Employers and the undermentioned persons, firms, and companies (hereinafter referred to as "the employers")—

Invercargill and Suburban Master Butchers' Industrial  
Union of Employers;  
City Cash Meat Company, Tay Street, Invercargill;  
Humphries, James, Yarrow Street, Invercargill;  
Johnston, William, and Co., Bluff;  
Jones, D. R., and Co., Esk Street, Invercargill;  
McKenzie and Harper, Yarrow Street, Invercargill;

Maltby, T. C., Waikiwi, Invercargill;  
 Parry and Murtagh, Tay Street, Invercargill;  
 Raines Bros., Tweed Street, Invercargill;  
 Ryan and Turpin, Tay Street, Invercargill;  
 Stephens, J. H., Avenal, Invercargill;  
 Wills, J. T., and Co., Dee Street, Invercargill;  
 Wills, William, jun., Dee Street, Invercargill;  
 Winders, P., Don Street, Invercargill;

whereby it is mutually agreed by and between the union and the employers as follows:—

#### SCHEDULE.

##### *Hours of Work.*

1. (a.) The hours of work shall not exceed the hours provided for shop-assistants in the Shops and Offices Act, 1908, and its amendments.

(b.) In the case of ordinary employees the following meal-hours shall be allowed: Not less than half an hour for breakfast each day in the week, one hour for dinner each day except Wednesday, and one hour for tea on Saturdays. In the case of employees who are required to cart meat from the abattoirs half an hour for breakfast and one hour for dinner shall be allowed each day except Wednesday, when the breakfast half-hour only shall be allowed.

(c.) Notwithstanding anything herein contained a worker may be employed at any hour to supply shipping, provided that if the time so occupied is in excess of the hours provided under the Shops and Offices Act, 1908, overtime shall be paid at the rate of time and a half.

##### *Wages.*

2. (a.) The following shall be the minimum rate of wages to be paid to the several classes of workers hereinafter specified, that is to say: First shopman, £3 15s. per week; second shopman, £3 5s. per week; first small-goods man, £3 15s. per week; all other workers employed in connection with the business, including wagoners, shopmen, small-goods men, carters in charge of hawking or other carts, and general hands, £2 18s. per week.

(b.) The wages hereinbefore prescribed are weekly wages, and are not subject to any deduction save for time lost through the default or illness of the worker.

##### *Casual Workers.*

3. All casual workers shall be paid at the rate of not less than 1s. 6d. per hour, with a minimum of six hours for any day on which such workers shall be employed.

##### *Employment of Boys and Youths.*

4. (a.) Employers may employ boys and youths at not less than the following rates of wages: Under the age of sixteen years, 15s. per week; from sixteen to seventeen, £1 2s. 6d. per week; from

seventeen to eighteen, £1 10s. per week; from eighteen to twenty-one, £1 15s. per week.

(b.) The proportion of boys and youths to be employed by any employer shall not exceed one boy or youth to every three men or fraction of three. For the purpose of determining the proportion of men to boys in taking any new boy the calculation shall be based on a two-thirds full-time employment of men for the previous twelve calendar months: Provided that, where there is more than one member in a firm of employers and he shall have charge of a shop, then for the purpose of this clause he shall count as a separate employer; where more than one partner is engaged in any one shop only one partner shall count.

(c.) The wages herein prescribed are weekly wages, and are not subject to any deduction save for time lost through the default or illness of the worker.

(d.) The employment of casual boy labour by either employer or employee is not allowed, and employees are not permitted to have the assistance of boy labour at any time: Provided that this clause shall not prevent any employer from employing his own son or sons as casual workers.

#### *General Provisions.*

5. (a.) Where a worker is employed two-thirds of his time in any capacity he shall be paid the rate of wages laid down for that class of employment.

(b.) An employer who does substantially the work of a shopman in his own shop shall be classed as first shopman.

(c.) The provisions of this agreement shall not apply to clerks or other workers engaged exclusively on the office-work of an employer.

(d.) Every employee who has charge of a shop and is exclusively so engaged shall be subject to all the provisions of this agreement: Provided always that *bona fide* managers who have sole charge of their employer's business, with power to engage and dismiss hands, shall be exempt from the preference clauses of this agreement, but in all other respects while engaged in performing any of the work of a journeyman to which this agreement applies they shall be governed by and be subject to all the other provisions of this agreement.

(e.) The employment of female labour (other than the wife or daughter of the employer) shall not be allowed, and no employee shall be permitted to have the assistance of female labour at any time.

#### *Holidays.*

6. (a.) The following holidays shall be observed: New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and the third Wednesday in February, or such other day as may be agreed on for the butchers' annual picnic. Should any of the holi-

days mentioned above fall on a Sunday it shall be observed on the following Monday.

(b.) An employer may arrange with any employee to work for not more than two hours on the morning of any holiday, provided he shall pay such employee overtime (in addition to his ordinary wages) for the time so worked at the rate of time and a half.

(c.) The Invercargill Master Butchers' Union may agree with the union of workers to substitute any other day or days for all or any of the holidays hereinbefore mentioned.

(d.) When any holiday shall be generally observed in any city or town on any day other than that prescribed herein the provisions of this award shall apply to such substituted holiday in such city or town.

#### *Under-rate Workers.*

7. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 Inspector of Factories; and such Inspector in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector may think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b.) Such permit shall be granted for a period not exceeding six months, but may be renewed from time to time, upon application to the Inspector, if such Inspector shall consider the worker entitled to a renewal after hearing the union and the worker in respect of such application.

(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 the employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

#### *Preference.*

8. (a.) It shall be the duty of every employer when engaging a worker to ascertain whether he is a member of the workers' union, and if he is not a member of such union the employer shall notify the secretary of such union accordingly within seven days from the time of engaging such worker.

(b.) It shall be the duty of every non-unionist engaged as aforesaid to join the workers' union within seven days after receiving from the secretary of the union a request in writing to do so, and to remain a member thereof.

(c.) It shall be the duty of every non-unionist employed in the trade at the date of the coming into operation of this agreement to become a member of the workers' union within fourteen days of such date.

(d.) Non-compliance with any of the foregoing provisions shall constitute a breach of the agreement.

(e.) The foregoing provisions of this clause shall operate only if and so long as the rules of the union shall permit any journeyman butcher of good character to become and remain a member of the union, without ballot or other election, on payment of an entrance fee not exceeding 5s. and of subsequent contributions, whether payable weekly or otherwise, not exceeding 6d. per week, and shall permit any member desiring to resign from the union to do so without being required to pay any fee or penalty of any kind.

*Scope of Agreement.*

9. The provisions of this agreement shall apply to all employers in Invercargill and suburbs, also the Bluff.

*Term of Industrial Agreement.*

10. This industrial agreement shall come into force on the 1st day of July, 1916, and shall continue in force until the 30th day of June, 1918.

Signed on behalf of the union, this 29th day of June, 1916—

A. McROBIE, Chairman, Southland Operative Butchers' Union.

[SEAL.]

CHAS. PROVAN, Secretary, Southland Operative Butchers' Union.

Signed on behalf of employers' union, this 29th day of June, 1916—

D. R. JONES, Chairman, Master Butchers.

J. T. PRAIN, Secretary, Master Butchers.

W. H. JOHNSTON AND Co.

CITY CASH MEAT COMPANY (per A. MILLER).

RYAN AND TURPIN.

D. R. JONES AND Co.

RAINES BROS.

[SEAL.]

PARRY AND MURTAGH.

WILLIAM WILLS, jun.

J. WILLS AND Co.

T. C. MALTBY.

J. H. STEPHENS.

P. WINDERS.

J. HUMPHRIES.

McKENZIE AND HARPER.