

(4410.) WELLINGTON (TWENTY-FIVE-MILE RADIUS) 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 its amendments; and in the matter of an industrial dispute between the Wellington Operative Butchers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Wellington Master Butchers' Association.

Barber and Co., Lambton Quay, Wellington.

Benge, R., Aro Street, Wellington.

Bryenton, H. L., Riddiford Street, Newtown.

Carter, S., Lower Hutt.

Cheesman, J., Moxham Avenue, Kilbirnie.

Clarke, C. J., Molesworth Street, Wellington.

Clout, N., Cuba Street, Wellington.

Collier, A. S., Riddiford Street, Newtown.

Dobson, J., Island Bay, Wellington.

Duncan, A., Northland, Wellington.

Duncan, F., Ellice Street, Wellington.

Farley, J., Majoribanks Street, Wellington.

Flipp, F., Kilbirnie South, Wellington.

Foster, A., Main Road, Karori.

Gadsby, A., Lower Hutt.

Garrett and Co., Molesworth Street, Wellington, and Karori.

Gear Company, Lambton Quay, Wellington, and Petone.  
 Goodwin, F., Vivian Street, Wellington.  
 Haines, W. F., Mitchelltown, Wellington.  
 Hamil, J., Cuba Street, Wellington.  
 Hart, J., Island Bay, Wellington.  
 Hayworth, J., Coutts Street, Kilbirnie.  
 Howan, S., Riddiford Street, Wellington.  
 Knight and Tunley, Molesworth Street, Wellington.  
 Kuch, J., Courtenay Place, Wellington.  
 Kuch, J. F., Cuba Street, Wellington.  
 Lutz, W., Willis Street, Wellington.  
 Luxford, P., Riddiford Street, Newtown.  
 Martin, H., Tasman Street, Wellington.  
 Matthews, R., Molesworth Street, Wellington.  
 Merrill Bros., Riddiford Street, Newtown.  
 Palmer, T., Lower Hutt.  
 Parker, W. G., Adelaide Road, Wellington.  
 Parkin, G., Cuba Street, Wellington.  
 Pascoe, E. J., Tasman Street, Wellington.  
 Philp, J., Cuba Street, Wellington.  
 Philp, R., Courtenay Place, Wellington.  
 Poole, W. H., Berhampore, Wellington.  
 Preston, A., Willis and Cuba Streets and Courtenay Place,  
 Wellington.  
 Reid, R. C., Cuba Street, Wellington, and Brooklyn.  
 Rod, A. J., Constable Street, Newtown.  
 Rod Bros., Courtenay Place, Wellington, and Johnsonville.  
 Rudkin, F., Lyall Bay, Wellington.  
 Ryder and Wotton, Lower Hutt.  
 Ryder Bros., Petone.  
 Slinn, T., Lower Hutt.  
 Sykes, J., Cuba Street, Wellington.  
 Symonds, A. H., Courtenay Place, Wellington.  
 Symonds Bros., Kent Terrace, Wellington.  
 Symonds, J. A., Courtenay Place, Wellington.  
 Talbot, G., Courtenay Place, Wellington.  
 Taylor, D., Wadestown.  
 Tillyard and Howard, Island Bay, Wellington.  
 Tucker, F. J., Tory Street, Wellington.  
 Waingawa Meat Company, Manners Street, Wellington, and  
 Porirua.  
 Wilton, G. R., Adelaide Road, Wellington.  
 Wolland, W., Tory Street, Wellington.

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 18th day of September, 1916, and shall continue in force until the 17th day of September, 1919, 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 9th day of September, 1916.

T. W. STRINGER, Judge.

---

#### SCHEDULE.

##### *Wages.*

1. (a.) In the case of employers carrying on business within a radius of twenty-five miles from the Chief Post-office in the City of Wellington the following shall be the minimum rates 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 shopmen, small-goods men, carters in charge of hawking or order carts, and general hands, £3 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.

*Hours of Work.*

2. (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.

*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 twelve previous 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 purposes 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 award 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 engaged in doing the work of a shopman shall be classed as first shopman, and shall be subject to all the provisions of this award: Provided always that *bona fide* manag ers who have sole charge of their employer's business, with power to engage and dismiss hands, shall be exempt from the preference clause of this award, but in all other respects, whilst engaged in performing any of the work of a journeyman to which this award applies, they shall be governed by and be subject to all the other provisions of this award.

(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, Anniversary Day, 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 holidays 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 wage, for the time so worked at the rate of time and a half.

(c.) The Wellington 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 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.

#### *Preference.*

8. (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 an 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.

#### *Scope of Award.*

9. The provisions of this award shall apply to all employers carrying on business within a radius of twenty-five miles from the Chief Post-office, Wellington.

#### *Term of Award.*

10. This award shall come into force on the 18th day of September, 1916, and shall continue in force until the 17th day of September, 1919.

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 9th day of September, 1916.

T. W. STRINGER, Judge.

## MEMORANDUM.

In this dispute the recommendations of the Conciliation Council were accepted by the parties. At the hearing before the Court, however, the union repudiated the recommendations and sought to reopen the matter with regard to several clauses. The Court has decided not to alter the recommendations which were accepted, and these are now embodied in this award, with the exception that the preference clause, which was in the form recently held by the Court of Appeal to be invalid, has been struck out, and the Court's usual clause inserted.

T. W. STRINGER, Judge.