

(4265.) NORTHERN DISTRICT (EXCEPT GISBORNE JUDICIAL DISTRICT) BUTCHERS.—COUNTRY AWARD.

In the Court of Arbitration of New Zealand, Northern 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 Auckland Butchers, Meat-preserving, and Bacon-curers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Butchers.

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| Adams, J., and Sons, Pukekohe. | Guest and Sons, Warkworth. |
| Adams, P. E., Hamilton. | Hall, J., Kawakawa. |
| Albrechson, N. W., Taumarunui. | Hall, W., Gordonton. |
| Alley, A., Hikutaia. | Hamilton, J., Hikurangi. |
| Baldwin, E., Kirikapuni. | Hand, J., Helensville. |
| Barnaby, H., Waiuku. | Harding, A. E., Dargaville. |
| Bateman Bros., Thames. | Hardman, J. E., and Sons, Thames. |
| Beatty and Marshall, Pukekohe. | Harvey, W., and Son, Tauranga. |
| Bergman, John H., Te Kopuru. | Hawkins, T. C., Tangowahine. |
| Bettley, J., Hamilton. | Hawthorne and Munro, Clevedon. |
| Brind, J. A., Hamilton East. | Hickling, F. I., Ngaruawahia. |
| Brindle, H. C., Matamata. | Hokianga Meat Supply Company (Limited), Kohukohu. |
| Bryant and Stone, Hamilton East. | Horwood, G., Huntly. |
| Budd and Co., Te Awamutu. | Ingram, D., Ramarama. |
| Butcher, H. E., Te Puke. | Jerryman, J., Morrinsville. |
| Cambie and Co., Whangarei. | Kimber, H., Dargaville. |
| Chilcot, R., Hamilton. | Kirk and Carter, Whakatane. |
| Civil Bros., Warkworth. | Klause, C., Puriri. |
| Clarke, C. H., Opotiki. | Limmer, H., Waiuku. |
| Cluckhard Bros., Mamaku. | Lowe, H., Thames. |
| Collins, H., Ngaruawahia. | Lye, S., Newstead. |
| Connolly, J., Thames. | McArthur, A. C., Silverdale. |
| Cotter, R. and P., Te Kuiti. | McPhail, A. A., Tauranga. |
| Dawson, C., Matamata. | Marshall, F. J., Morrinsville. |
| Deeble, W. J., Tuakau. | Middlebrook, J. T., Te Awamutu. |
| Donaldson, W., Ohaupo. | Moran Bros., Waihou. |
| Fisher, L., and Co., Taumarunui. | Nash, R., Huntly. |
| Fitzpatrick, V., Cambridge. | Nield Bros., Aratapu. |
| Franklin and Hart, Taumarunui. | Norgrove, H., Dargaville. |
| Fraser and Richardson, Whangarei. | Ormsby, J., Otorahanga. |
| Glass Bros., Mercer. | Ott, F., Paeroa. |
| Grimes and Roberts, Cambridge. | Powell, J. J., Dargaville. |
| | Pulham, W., and Son, Matakana. |

Robertson, J., Te Kuiti.	Vaughan, G. W., Rotorua.
Roulston Bros., Pukekohe.	Vulgar, W. J., Karangahake.
Rowe, E., Te Aroha.	Waikato Meat Company (Limited), Huntly.
Ryan, C. J., Taumarunui.	Wall, J., Paeroa.
Say, J., Waihi.	Warning, A. H., Taupiri.
Sherriff and Son, Rotorua.	Washer, A., Te Puke.
Snell, J., Waihi.	Weavers, R., Te Kuiti.
Stewart Bros., Helensville.	Weir, W., Moewhare.
Stokes, C. E., Papakura.	Wells and Sons, Te Kuiti.
Strahan, W., Tuakau.	Wells, F., Karangahake.
Tanner Bros., Tauranga.	White, G., Manawaru.
Tanner, S., Waihi.	Whittaker, W., Rawene.
Taylor, W., Thames.	Wight, Robert, Coromandel.
Te Aroha Bacon Company (Limited), Te Aroha.	Wight, W., Paeroa.
Thompson, G., Te Koporu.	Williams, T. R., Russell.
Thompson, W., Rehia.	Yandle, W., Putaruru.
Tucker Bros., Rotorua.	Young Bros., Opotiki.

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 1st day of May, 1916, and shall continue in force until the 1st day of May, 1918, and thereafter as provided by sub-

section (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 7th day of April, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) The hours of work shall be fifty-two per week, apportioned as follows: On ordinary days, from 7 a.m. to 5 p.m., with one hour each day for dinner; on Saturdays, from 6.30 a.m. to 5.30 p.m., with one hour for dinner; on the day of the weekly half-holiday the hours shall be from 7 a.m. to 1 p.m.

(b.) An employer may arrange with any worker to commence work on any day before the ordinary time, for the purpose of carting meat from the abattoirs or slaughterhouses, provided such worker shall be allowed an equivalent time off at the end of each such day; provided further that in the case of slaughtermen the adjustment shall be made weekly. Sunday work to be reckoned in the week's total. In no case shall a slaughterman be required to work after 5 p.m. without payment of overtime.

(c.) All time worked in excess of the above hours shall be paid for at the rate of time and a half.

Wages.

2. (a.) All workers employed in or about butchers' shops shall be paid not less than £3 per week. This wage is a weekly one, and is not subject to any deduction except for time lost through the default of the worker.

(b.) The minimum wage for casual workers shall be 1s. 6d. per hour.

Youths.

3. (a.) Employers may employ youths at not less than the following rates of wages: Under the age of sixteen years, 17s. 6d. per week; from sixteen to seventeen years, £1 2s. 6d. per week; from seventeen to eighteen years, £1 7s. 6d. per week; from eighteen to nineteen years, £1 12s. 6d. per week; from nineteen to twenty years, £1 17s. 6d.; from twenty to twenty-one years, £2 2s. per week.

(b.) The proportion of youths to be employed by any employer shall not exceed one youth to every three men or fraction of three.

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

(d.) When a youth is boarded by his employer a deduction of 10s. may be made from his wages weekly.

Holidays.

4. (a.) All workers shall receive the following holidays: New Year's Day, 2nd January, 29th January, Good Friday, Easter Monday, King's Birthday, Labour Day, Christmas Day, Boxing Day, and the day of the butchers' picnic.

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

(c.) The employers in any town or place may agree with the union to substitute any other day or days for all or any of the holidays hereinbefore mentioned.

Payment of Wages.

5. Wages, including overtime, shall be paid in full on Friday in each week.

Preference.

6. (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 thirty 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.

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.

Scope of Award.

8. This award shall apply only to employers carrying on business as butchers in this industrial district outside a radius of fifteen miles from the Chief Post-office in the City of Auckland, and outside that portion of the industrial district which is included in the Gisborne Judicial District.

Term of Award.

9. This award shall come into force on the 1st day of May, 1916, and shall continue in force until the 1st day of May, 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 7th day of April, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award is based chiefly upon the recommendations of the Conciliation Council. The chief items left for the decision of the Court were as to stable attendance, wages, and meat allowance. The hours of work as recommended by the Council made no special provision for stable attendance, nor has the Court seen its way to do so. The provision for meat allowance in the old award was shown to work unsatisfactorily, and the Court has therefore fixed what is known as a "dry wage," and has omitted any provision for meat allowance.

T. W. STRINGER, Judge.

NOTE.—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.