

(4970.) OAMARU (FOUR-MILE RADIUS) BUTCHERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland 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 Dunedin and Suburban Operative Butchers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Campbell, R. and J., Butchers, Thames Street, Oamaru.
 Carson, A. H., Butcher, Thames Street, Oamaru.
 Carson, James, Butcher, Thames Street, Oamaru.
 Foss, W., Butcher, Thames Street, Oamaru.
 Johnston, T., Butcher, Thames Street, Oamaru.
 Meikle, J., Butcher, Thames Street, Oamaru.
 Shirkey, William, Butcher, Thames Street, Oamaru.

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, 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 as from the 2nd day of July, 1918, and shall continue in force until the 2nd day of July, 1920, 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 31st day of July, 1918.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) A week's work shall not exceed fifty-one hours. The hours of work on four days of the week shall be from 7 a.m. to 5 p.m. or from 7.30 a.m. to 5.30 p.m., at the option of the employer, with one hour each day for dinner, provided that each employer shall notify the secretary of the union what each assistant's starting-hour and finishing-hour shall be, such hours when fixed to remain for a period of not less than six months. On one day of the week the hours of work shall be from 7 a.m. to 12 noon. On Saturdays the hours of work shall be from 7 a.m. to 6 p.m.

(b.) For the purpose of calculating the hours of work each of the holidays hereinafter mentioned shall be deemed to be a day worked although no work shall have actually been done on such holiday.

Wages.

2. (a.) Workers shall be paid not less than the wages specified in the following scale: First shopman or man in charge, £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.

(c.) Any worker receiving a higher rate of wages than the minimum rate herein prescribed shall not have his wages reduced.

(d.) In addition to the wages prescribed in clauses 2 and 3 of this award all such workers shall receive a bonus of 10 per cent.

Casual Labour.

3. All casual workers shall be paid at the rate of not less than 1s. 9d. per hour, with a minimum of six hours for any day on which such workers shall be employed.

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, 17s. 6d. per week; from sixteen to seventeen years of age, £1 2s. 6d. per week; from seventeen to eighteen years of age, £1 7s. 6d. per week; from eighteen to nineteen years of age, £1 12s. 6d. per week; from nineteen to twenty years of age, £1 15s. per week; from twenty to twenty-one years of age, £2 per week.

(b.) The proportion of boys or youths shall be one to every three men or fraction of three.

Holidays.

5. (a.) New Year's Day, 2nd January, Good Friday, Easter Saturday, Easter Monday, Labour Day, birthday of the reigning

Sovereign, Christmas Day, Boxing Day, and Friendly Societies or Trades' Picnic Day, and from noon on each of the two Show Days.

(b.) If any day shall be generally observed as a holiday in lieu of any of the above-mentioned holidays, such day for the purposes of this award shall be substituted for the specified holiday.

General.

6. (a.) In the case of weekly employment where a worker is substantially employed in any capacity he shall be paid the rate of wages laid down for that class of employment.

(b.) All wages shall be paid in full on Saturday of each week.

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

Overtime.

7. For all time worked in excess of the hours specified in clause 1 hereof in any one week overtime shall be paid at the rate of time and a half, provided that any employer who works his assistants overtime shall notify the secretary of the union.

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.

Preference.

9. (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.

Matters not provided for.

10. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary and president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, 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.

Exemptions.

11. Nothing herein contained shall be deemed to relate to the employment of clerks or other persons engaged exclusively in the office-work of any employer, nor to persons employed at cash registers only.

Scope of Award.

12. This award shall be limited in its operation to the area lying within a radius of four miles from the Chief Post-office, Oamaru.

Term of Award.

13. This award shall come into force as from the 2nd day of July, 1918, and shall continue in force until the 2nd day of July, 1920.

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 31st day of July, 1918.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept.

T. W. STRINGER, Judge.

(4971.) INVERCARGILL (TWENTY-MILE RADIUS) BUTCHERS.—
AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland 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 Southland Operative Butchers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Invercargill and Suburban Master Butchers' Industrial Union of Employers, Invercargill.

City Cash Meat Company (Thomas Baird), Tay Street, Invercargill.

Donne, C. G., Butcher, Tay Street, Invercargill.

Holland, J., Butcher, Elles Road, South Invercargill.

Humphries, Mrs. Hannah, Butcher, Yarrow Street, Invercargill.

Johnston, William, and Co., Butchers, Bluff.

Jones, D. R., and Co., Butchers, Conon Street and Esk Street, Invercargill.

McKenzie, John C., Yarrow Street, Invercargill.

McMahon, W. J., Butcher, Dee Street, Invercargill.

Maltby, T. C., Butcher, Waikiwi, Invercargill.

Raines Bros., Butchers, Tweed Street, Invercargill.

Stephens, J. H., Butcher, Avenal Street, Invercargill.

Turpin, William, Butcher, Bluff.

Turpin, William, Butcher, Tay Street, Invercargill.

Wills, William, jun., Butcher, Dee Street, Invercargill.

Winders, P., Butcher, Don Street, Invercargill.

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