

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(6296.) WAIHI BUTCHERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 28th day of October, 1920, between John Say, Joseph Snell, and Samuel Tanner, all of Waihi, master butchers (hereinafter called "the employers"), of the one part, and the Auckland Butchers' Industrial Union of Workers, an industrial union registered under the Industrial Conciliation and Arbitration Act, 1908, and its amendments (hereinafter called "the union"), of the other part: Whereas the employers are master butchers carrying on business at Waihi: And whereas an industrial dispute has arisen between the union and the employers relative to the conditions of employment and wages of workers: And whereas it has been mutually agreed between the union and the employers as follows:—

1. The ordinary hours of work for workers engaged by the employers at Waihi aforesaid shall not exceed forty-nine hours per week, apportioned as follows: On Monday, Tuesday, Thursday, and Friday, from 7 a.m. to 5 p.m., including one hour for dinner; on Wednesday, from 7 a.m. to 1 p.m.; on Saturday, from 6 a.m. to 2 p.m., including one half-hour for breakfast and one half-hour for lunch.

2. All work done, of whatsoever nature or kind, in excess of the hours specified, or before or after the hours specified, for commencing or ceasing work, or on a Sunday or a holiday, shall be deemed to be overtime, and shall be paid for at the rate of time and a half on all days except Sunday, on which day double time shall be paid.

3. (a.) Workers shall be paid not less than the wages specified in the following scale: First shopman or man in charge, £5 7s. 6d.

per week; second shopman, £4 17s. 6d. per week; first small-goods man, £5 5s. per week; general hands, £4 15s. per week; beef-carters, £4 12s. 6d. per week.

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

(c.) The hours of beef-carters shall not exceed forty-nine hours per week, and shall be arranged in advance by the employer.

(d.) In addition to the wages herein prescribed all workers shall receive meat to the value of 7s. 6d. per week, or cash in lieu thereof.

4. Casual workers shall be paid not less than 2s. 6d. per hour.

5. (a.) Employers may employ youths at not less than the following rates of wages: Under the age of sixteen years, £1 per week; from sixteen to seventeen years, £1 5s. per week; from seventeen to eighteen years, £1 12s. 6d. per week; from eighteen to nineteen years, £2 per week; from nineteen to twenty years, £2 10s. per week; from twenty to twenty-one years, £3 per week.

(b.) The proportion of boys or youths employed by any employer shall not exceed one boy or youth to every three men or fraction of three men. For the purpose of determining the proportion of boys to men in taking on a new boy the calculation shall be based on two-thirds full-time employment of men for the preceding twelve months: Provided that for the purposes of this clause no firm shall count as more than one man, though there be more than one member of the firm.

(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.

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

7. (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 for any worker to work for not more than two hours on any of the foregoing holidays, provided he shall pay such worker overtime in addition to his ordinary pay, as specified in clause 2 hereof.

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

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

8. Preference of employment shall at all times be given to members of the union, provided that the rules of the union with respect to admission of members shall provide that no ballot or other election shall be required in the case of any person of good

character and who is a competent butcher, and provided further that the entrance fee at no time shall exceed 5s.

9. (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.

10. This agreement shall apply to the employers in respect of the business carried on by them respectively within the Borough of Waihi.

11. This agreement shall come into force on the 18th day of October, 1920, and shall continue in force until the 18th day of October, 1922.

12. It is hereby agreed that the terms of this agreement shall be embodied in an award under the Industrial Conciliation and Arbitration Act, 1908, and its amendments.

As witness the hands of the parties :—

JOHN SAY.

Signed by the said John Say in the presence of—L. Obuglien,
Butcher, Muller Street.
28th October, 1920.

JOE SNELL.

Signed by the said Joseph Snell in the presence of—Joseph
Barton, Agent, Mataura Road, Waihi.
28th October, 1920.

S. TANNER.

Signed by the said Samuel Tanner in the presence of—Annie Anderson, Clerk, Gilmour Street, Waihi.

28th October, 1920.

The common seal of the Auckland Butchers' Industrial Union of Workers was hereunto affixed in the presence of—

[SEAL.]

ROBERT HARDMAN, President.

WM. E. SILL, Secretary.

Witness—H. Seed.

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.
