

(6821.) NEW PLYMOUTH (TWENTY-MILES RADIUS) BUTCHERS.—
AWARD.

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

City Meat Stores (G. Trimlett), Devon Street, New Plymouth.
Fuson and Fletcher, Waitara.

Gamblyn, A. B., and Co., Inglewood.

Harvey and Son, Butchers, Devon Street, New Plymouth.

Harvey, Harry, Butcher, Devon Street West, New Plymouth.

Lile, W. J., Inglewood.

Olliver, E., Lepperton.

Philp, J., Butcher, Devon Street, New Plymouth.

Reynolds, E., Waitara.

Sole Bros., Butchers, Devon Street, New Plymouth.

Stewart, A., Okato.

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 hereinafter provided, and shall continue in force until the 1st day of January, 1922, 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 10th day of May, 1921.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) The ordinary hours of work shall not exceed forty-eight hours per week, and shall be worked between the hours of 7 a.m. and 5.30 p.m. on four days of the week; on Saturdays, between the hours of 7 a.m. and 6 p.m., with one hour allowed each day for dinner. On one day of the week the hours shall be between 7 a.m. and 12 noon.

(b.) In the event of Saturday being declared the half-holiday in the districts covered by this award, the hours of work on Friday shall be between 7 a.m. and 8 p.m.

Overtime.

2. All work done, of whatever nature or kind, in excess of forty-eight hours, or on 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.

Wages.

3. (a.) Experienced butchers shall be paid not less than £5 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 any worker.

Casual Workers.

4. Casual workers who are experienced butchers shall be paid not less than 2s. 6d. per hour. General hands shall be paid not less than 2s. per hour.

Employment of Boys and Youths.

5. (a.) Employers may employ boys and 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 7s. 6d. per week; from twenty to twenty-one years, £2 15s. 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.

Payment of Wages.

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

Holidays.

7. (a.) All workers shall receive the following holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(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 a holiday.

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

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 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.) When the employer engages any worker who is not a member of the union the employer shall within fourteen days notify the secretary of the union of such engagement.

(c.) 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

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.

Scope of Award.

10. This award shall apply to all employers carrying on business within a radius of twenty miles from the Chief Post-office, New Plymouth.

Term of Award.

11. This award so far as relates to wages shall be deemed to have come into force on the 1st day of January, 1921, and so far as all the other provisions of this award are concerned it shall come into force on the date hereof; and this award shall continue in force until the 1st day of January, 1922.

In witness whereof the seal of the Court of Arbitration of New Zealand hath hereto been affixed, and the Judge of the Court hath hereto set his hand, this 10th day of May, 1921.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept. The under-rate workers' clause has been inserted by consent.

[L.S.]

F. V. FRAZER, Judge.
