

(10499.) PALMERSTON NORTH BUTCHERS.—INDUSTRIAL  
AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 20th day of July, 1933, between Manawatu Meat and Cold Storage Co., Ltd., S. H. Snell, C. Gray, E. F. Thwaites, A. E. Hansel, all of Palmerston North, Master Butchers (each referred to as "the employer"), of the one part, and the Wellington Operative Butchers' Industrial Union of Workers, whose registered office is at the Trades Hall, Vivian Street, Wellington (hereinafter referred to as "the union"), of the other part, witnesseth that it is hereby agreed by and between the parties hereto as follows:—

1. That the terms and conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

“ B.”

*Hours of Work.*

1. (a) Forty-eight hours shall constitute a week's work, to be worked as follows:—

Set 1: Between 7 a.m. and 4.30 p.m., and 7 a.m. and 12 noon on the day of the weekly half-holiday.

Set 2: Between 7.30 a.m. and 5 p.m., and 7.30 a.m. and 12.30 p.m. on the day of the weekly half-holiday.

The weekly half-holiday shall be either Wednesday or Saturday within a radius of twenty-five miles from the Chief Post-office at Wellington, and either Wednesday, Thursday, or Saturday outside that radius.

The daily working-hours under this agreement shall be worked continuously, and not more than one hour shall be allowed for dinner. No worker shall be permitted to do any work coming within the scope of this agreement earlier than 7 a.m., except as hereinafter provided.

(b) (i) Notwithstanding anything to the contrary hereinbefore contained, employees may be required to commence work on one morning of the week at 6 a.m., and as provided for in subclause (b) (ii) hereof, and on such day or days half an hour shall be allowed for breakfast. In the case of workers employed under the first set of hours (set 1) of this clause being required to work until 12.30 p.m. on the day of the weekly half-holiday, such workers' starting-time in the morning under this subclause shall be 6.30 a.m. in lieu of 6 a.m.: Provided that workers engaged in carting meat from the abattoirs or slaughterhouses may be required to commence work at an earlier hour than that hereinbefore prescribed, provided such worker is allowed equivalent time off at the end of the day, and provided further that one hour is allowed for the worker to partake of his breakfast.

(ii) In any week in which a whole holiday or two whole holidays fall it shall be competent for workers to commence work at 6 a.m. on two mornings in such week without extra payment, provided half an hour is allowed off for breakfast.

Workers may be employed from the hour of 6 a.m. for the purpose of cutting orders which have to be delivered by service car leaving the town in which the shop is situated prior to 7.30 a.m., providing equivalent time off is allowed such workers at the end of the day.

(iii) In the event of any of the holidays mentioned in clause 6 of this agreement falling on the day of the worker's usual weekly half-holiday, such worker shall be granted a half-day off from the hour of 12 noon on some day other than the day usually observed as the worker's weekly half-holiday, either in the week preceding or following the week in which such whole holiday occurs: Provided it shall not be necessary for a half-holiday to be given in any week when two whole holidays occur and when such holiday falls on the worker's usual half-holiday.

(c) For the purpose of calculating the hours of work each of the holidays hereinafter mentioned shall be deemed to be a day worked for the number of hours usually worked on that day of the week, although no work shall have been actually done on such holiday.

(d) An employer may require a worker to work up to 12.45 p.m. on the day of the half-holiday for the purpose of cleaning up the shop, without payment of overtime, subject, however, to the weekly number of hours not being exceeded.

#### *Pork-butchers.*

2. The provisions of this award are modified in respect of pork-butchers' shops and small-goods shops, in which fresh uncooked meat (exclusive of pork) is not sold, in manner hereinafter appearing:—

The hours of work shall be not more than forty-eight per week, to be worked on four days of the week between the hours of 8 a.m. and 5.30 p.m., with one hour allowed for dinner; on one day of the week between 8 a.m. and 1 p.m.; and on one day of the week between 8 a.m. and 9 p.m., with one hour allowed for dinner, and if employed after 6 p.m. with one hour allowed for tea. This subclause shall be read subject to sections 3 (2) and 5 of the Shops and Offices Act, 1921-22, and its amendments.

#### *Wages.*

3. (a) Workers shall be paid not less than the wages specified in the following scale:—

	Per Week.		
	£	s.	d.
First shopman or man in charge .. .. .	5	3	6
Second shopman .. .. .	4	13	6
First small-goods man .. .. .	5	2	6
All other workers.. .. .	4	6	0
Man in charge of hawking-cart .. .. .	4	13	6

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

(c) Except in the case of casual labour, one week's notice shall be given by either party of the termination of the employment. The period of notice in either case shall be exclusive of the whole or any part of the annual holiday required to be given in pursuance of this agreement.

*Casual Labour.*

4. All casual workers shall be paid at the rate of not less than 2s. 3d. per hour, with a minimum of four hours on the day of the half-holiday and six hours on any other day on which such workers shall be employed. "Casual" shall mean any person whose engagement is for a period of less than five and a half consecutive days.

*Boys and Youths.*

5. (a) Employers may employ boys and youths at not less than the following rates:—

	Per Week.		
	£	s.	d.
Under sixteen years of age . . . . .	0	15	0
From sixteen to seventeen years of age . . . . .	1	0	0
From seventeen to eighteen years of age . . . . .	1	10	0
From eighteen to nineteen years of age . . . . .	2	0	0
From nineteen to twenty-one years of age . . . . .	2	14	0

Provided, however, that a youth between nineteen and twenty-one years of age who has served not less than three years at the trade shall receive £3 3s. per week.

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

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

*Holidays.*

6. (a) In that portion of the Wellington Industrial District south of the Otaki River and west of the Rimutaka Ranges the following shall be recognized as holidays: New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, Anniversary Day, and the Operative Butchers' picnic day. The employers shall have the right to fix the day of the week, but not otherwise the date of the butchers' picnic day.

(b) In the Hawke's Bay Provincial District the following holidays shall be observed: New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, Spring Show Day, Autumn Show Day, and the Operative Butchers' picnic day. The employers shall have the right to fix the day of the week, but not otherwise the date of the butchers' picnic day.

(c) The following holidays shall be observed within a radius of five miles of the Chief Post-office, Dannevirke: People's Day (Dannevirke Summer Show) and Dannevirke Race Day (Summer Meeting), in lieu of Spring Show Day and Autumn Show Day as provided for in this clause.

(d) In that portion of the Wellington Industrial District bounded on the south by the Otaki River, on the north by the Rangitikei River,

on the west by the sea, and on the east by the Rimutaka Ranges, the following holidays shall be observed: New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, Anniversary Day, Anzac Day, the Operative Butchers' picnic day, and on Wednesday and Thursday from 11 a.m. in the Summer Show Week, provided that by mutual agreement between the employers and the union a whole day's holiday may be observed in lieu of the two part holidays on Wednesday and Thursday from 11 a.m. The employers shall have the right to fix the day of the week, but not otherwise the date of the butchers' picnic day.

(e) In that portion of the Wellington Industrial District which is bounded on the north by the Hawke's Bay Provincial District, on the east by the sea, on the west by the Tararua and Rimutaka Ranges, and on the south by the sea, the following holidays shall be observed: New Year's Day, the day following, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, Anniversary Day, and the Operative Butchers' picnic day. The employers shall have the right to fix the day of the week, but not otherwise the date of the butchers' picnic day.

(f) Wanganui area: All workers shall receive the following holidays: New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, Show (People's) Day, and the Operative Butchers' picnic day. The employers shall have the right to fix the day of the week, but not otherwise the date of this last-mentioned holiday. In the event of the People's Show Day being observed on Saturday, all workers shall be allowed a half-day off from 12 noon. Where Saturday is the day of the workers' usual half-holiday, such workers shall be allowed one half-day off in the week prior to Show Day or the week preceding the same. The half-day off to be additional to the workers' usual half-holiday.

(g) Should any of the above-mentioned holidays fall on a Sunday, then for the purpose of this agreement such holiday shall be observed on the following Monday; and where the first of two successive holidays falls on a Sunday, the first of such holidays shall be observed on the following Monday and the second of such holidays on the Tuesday.

(h) It shall be compulsory for a holiday of one week on full pay to be granted to each worker under this agreement on completion of each year of continuous service; such holiday to be exclusive of any of the holidays mentioned in subclauses (a), (b), (c), (d), (e), and (f) of this clause: Provided that in exceptional circumstances it shall be competent for a committee of equal representation of the Master Butchers' Association and the Operative Butchers' Union, with an independent chairman, to decide whether the holiday shall be taken or payment made in lieu thereof.

(i) Where a worker has been in the employ of any firm for a period of twelve months or less prior to the coming into operation of this agreement, such employment shall be counted for the purposes of the

assessment of the twelve-months period mentioned in subclause (h) hereof.

(j) The employers' right to fix the day of the week on which the workers' picnic shall be held shall not allow of them fixing the day on the day upon which the workers' weekly half-holiday occurs, unless by agreement with the union.

(k) A worker completing six months' service and his employment terminating shall be granted pay in lieu of holidays in the same proportion according to the length of his service: Provided that this subclause shall not apply in the case of a worker dismissed for gross misconduct.

(l) All work done on Sundays, Christmas Day, or Good Friday shall be paid for at double-time rates, and all work done on any of the other specified holidays, or on any day observed in lieu thereof, shall be paid for at time-and-a-half rates. The said payment shall be in addition to the ordinary weekly wages.

*Weekly Half-holiday.*

7. No worker shall be employed after 12.30 p.m. on the day of the weekly half-holiday, except as provided in clause 1 hereof.

*General.*

8. (a) In the case of weekly employment 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. This clause shall not apply where a worker is relieving another absent on annual holiday.

(b) All wages and overtime shall be paid in full on Friday of each week before the closing-hour.

(c) An employer, manager, or branch manager who substantially performs the work of a shopman may be classed as first shopman in that shop; when three or more adults are employed in any shop two-thirds of their time, one man shall be paid first shopman's wages.

(d) A copy of this agreement shall at all times be affixed in some conspicuous place at or near the entrance to the shop or factory, and in such a position as to be easily accessible to the persons employed therein.

(e) In shops and factories the rotation of employment shall be as follows: First shopman, second shopman, all other workers; or first small-goods man, all other workers.

(f) At all establishments accommodation shall be provided for hanging up and changing clothes.

(g) No worker who has charge of or drives any motor-vehicle for his employer and stables or accommodates such vehicle on his own premises shall be permitted to do any cleaning or repairing work to such vehicle at his place or residence either before or after the hours of starting or finishing work as set out in this award, or on any holiday or a Sunday.

(h) The employment of female labour shall not be permitted under any consideration, and no employer shall be permitted to have the assistance of female labour at any time.

(i) No boy or youth under the age of sixteen years shall be employed to have charge of any cart or motor in which meat is delivered or sold.

(j) The employment of casual boy labour by either employer or employee is not allowed, and employees are not permitted to have the assistance of casual boy labour at any time.

#### *Overtime.*

9. (a) All time worked after the ordinary time for ceasing work on any day shall be deemed to be overtime, and shall be paid for at time-and-a-half rates.

(b) All time worked before the ordinary starting-time in the morning as set out in the "Hours of Work" clause shall be paid for at double-time rates, but this is subject to the provisions of clause 1 (b) hereof.

(c) For the purpose of calculating overtime, any overtime under half an hour shall count as half an hour; and if over half an hour, but under one hour, as one hour worked.

#### *Time and Wages Book.*

10. Each employer shall keep and enter or cause to be kept and entered up a book containing the names of each of the workers to whom this agreement applies, the wages paid, the class of work performed by each worker, and the time during which he has been employed during each day.

#### *Under-rate Workers.*

11. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 Awards 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.*

12. (a) If any employer shall hereafter engage any worker coming within the scope of this agreement 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.

The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this agreement engaged since the 28th October, 1929, but before the coming into force of this agreement, who is not a member of the union during the currency of this agreement.

(b) The provisions of the foregoing subclause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this agreement of good character and sober habits to become a member of the union, upon payment of an entrance fee of 5s. upon application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 1s. per week for the first month's membership, and thereafter 13s. per quarter or £2 per annum, at the option of the member, and such fines as may be lawfully imposed on him for non-attendance, without reasonable excuse, at a specially called meeting of the union of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union. The contribution of 13s. per quarter or £2 per annum shall not be payable until after the expiration of one month after joining the union.

*Scope of Agreement.*

13. (a) This agreement shall operate throughout the Wellington Industrial District.

(b) This agreement shall apply to all butchers' and pork-butchers' shops and factories of parties to this agreement.



*Term of Agreement.*

14. This agreement shall come into force on the 20th July, 1933, and shall continue in force until the 17th July, 1935.

In witness whereof the parties hereto have hereunto set their hands the day and year hereinbefore written.

For and on behalf of the Manawatu Meat and Cold Storage Co., Ltd., Palmerston North—

J. F. CARTER, Director.

JAS. BLACKWOOD, Secretary.

Witness to the signatures of the said J. F. Carter, Director, and Jas. Blackwood, Secretary—E. McMinn.

S. H. SNELL.

Witness to the signature of the said S. H. Snell—E. McMinn.

C. GRAY.

Witness to the signature of the said C. Gray—E. McMinn.

E. F. THWAITES.

Witness to the signature of the said E. F. Thwaites—E. McMinn.

A. E. HANSEL.

Witness to the signature of the said A. E. Hansel—Jas. Blackwood.

Signed for and on behalf of the Wellington Operative Butchers' Industrial Union of Workers—

[SEAL.]

C. H. FRY, President.

A. W. CROSKERY, Secretary.

Witness to the signatures of the said C. H. Fry, President, and A. W. Croskery, Secretary—William A. Brown.