

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(10677.) DUNEDIN (FIFTEEN MILES RADIUS) AND OAMARU (FIVE MILES 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, 1925; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- A. 1 Cash Butchery, Ltd., Stuart Street, Dunedin  
 Anderson, F., 151 King Edward Street, Dunedin  
 Bezett, E., Green Island  
 Bennett and Houston, 31 North Road, Dunedin  
 Bolwell, A., George Street, Dunedin  
 Bolwell, E., Forbury Crescent, Dunedin  
 Bolwell, E. and E., "Progressive Butchery," Princes Street, Dunedin  
 Bain, Jas., Main Road, Ravensbourne  
 Barton, G. J., Manse Street, Dunedin  
 Bardwell, Chas., 646 King Street, Dunedin  
 Bachop, Thos., 66 St. Andrew Street, Dunedin  
 Bartlett, J. E., 35 Silvertown Street, Anderson's Bay, Dunedin  
 Botting, F. A., 55 Reid Road, Dunedin  
 Botting Bros., 111 King Edward Street, Dunedin  
 Brown, Sam, Musselburgh Rise, Tainui, Dunedin  
 Cunningham, H., 783 King Street, Dunedin  
 Cunningham, D., Elgin Road, Dunedin  
 Duke, Wm., and Sons, Ltd., 90 George Street, Dunedin  
 Duncan, A. W., Highgate, Roslyn, Dunedin  
 Duff, R. J., Gordon Road, Mosgiel  
 Elliott, H. J., 169 King Edward Street, Dunedin  
 Elliott, Les, 679 Castle Street, Dunedin  
 Fraser's Butchery, Taieri Road, Roslyn, Dunedin  
 Foster, J. W., 138 Union Street, Dunedin  
 Griffiths, A. T., 303 South Road, Dunedin  
 Glossop, John, 66 Elgin Road, Dunedin  
 Guthrie and Cumberbeach, 76 Arthur Street, Dunedin  
 Green, D., 454 Cargill Road, Dunedin  
 Henderson, J., 2 Mailer Street, Morningside, Dunedin  
 Harrison, T. J., 20 George Street, Port Chalmers  
 Holland, R., 376 South Road, Dunedin  
 Higginson, A. S., 173 Hanover Street, Dunedin  
 Hill, Jas., Concord  
 Halligan, J., 1 Prince Albert Road, St. Kilda, Dunedin  
 Higginson, J., 20 Bowen Street, Musselburgh, Dunedin  
 Jamieson, T. D., 201 North Road, Dunedin  
 Jensen Bros., Corner McBride and King Edward Streets, Dunedin  
 King, Jas., 24 Prince Albert Road, St. Kilda, Dunedin  
 Kennedy Bros., 503 Andersons Bay Road, Dunedin  
 Leggett, J., 335 King Edward Street, Dunedin  
 Leckie, A., Forbury Road, St. Clair, Dunedin  
 Morland, Wm., and Son, Main Road, Green Island  
 Marrett, L. G., 301 South Road, Caversham, Dunedin  
 Meinung, C. J., 281 King Edward Street, Dunedin  
 Matchett, P., Green Island  
 Moffat, D., 683 George Street, Dunedin  
 Miller, H. F., 329 King Street, Dunedin

Milne, F., Waitati  
 McAuley, Jas., corner Andersons Bay Road, and Queen's Drive,  
 Dunedin  
 McHugh Bros., 62 Frederick Street, Dunedin  
 McCunn and Livingstone, Gordon Road, Mosgiel  
 McAuslin, J. S., 132 Musselburgh Rise, Tainui, Dunedin  
 Mackey and Munro, 291 Highgate, Roslyn, Dunedin  
 Nash, J., Portobello  
 O'Fee Bros., Waitati  
 Robertson, J. E., Mount Street, Port Chalmers  
 Robertson, Chas., 17 Valley Road, Kaikorai, Dunedin  
 Robertson, N., 332 South Road, Dunedin  
 Ross, G., Fairfield  
 Rennie, A. G., 211 King Edward Street, Dunedin  
 Sherriff, A. G., 11 Taieri Road, Roslyn, Dunedin  
 Sinton, Jas., 53 Albany Street, Dunedin  
 Smith and Fox, 527 Cargill Road, Dunedin  
 Storer, R., 295 Highgate, Maori Hill, Dunedin  
 Smith, Wm., 315 King Street, Dunedin  
 Samson, Chas., Cargill Road, Cargill's Corner, Dunedin  
 Swete, V., Morrison Street, Caversham, Dunedin  
 Summers, R., 221 North Road, Dunedin  
 Smith, G. J., 112 South Road, Dunedin  
 Savage, W. J., Kenmure Road, Belleknowes, Dunedin  
 Sheehan, J. J., Macandrew Bay  
 Scott, Alex., 157 Albany Street, Dunedin  
 Stevens Bros., Mosgiel  
 Thomson, H. L., Taieri Road, Roslyn, Dunedin  
 Tuckey, R., Anderson's Bay, Dunedin  
 Wright, Jas., and Son., Ltd., 590 Cargill Road, Dunedin  
 Wiley, S., Signal Hill Road, Opoho, Dunedin  
 Williamson, S., Prosser Street, Burnside  
 Wix, W. G., Gardens Corner, Dunedin  
 Wheelwright, T., Prince Albert Road, St. Kilda, Dunedin  
 Welsford and Co., 29 Mitchell Avenue, Dunedin  
 Wills, A. E. C., St. Kilda, Dunedin

Lake, E. M., East Taieri  
 Woodford, J., Mornington, Dunedin  
 Ross, T., Fairfield  
 McAuley, C., Tainui, Dunedin  
 Ferguson, W., St. Clair, Dunedin  
 Halberg, V., King Edward Street, Dunedin  
 Bachop, Roy, 199 Cargill Road, South Dunedin  
 Hamilton, Jas., 220 King Edward Street, South Dunedin  
 Binning, R. B., 266A Thames Street, Oamaru  
 Campbell, R., 160 Thames Street, Oamaru  
 Easton, S., and Co., 183 Thames Street, Oamaru  
 Foss, W. C., 184 Thames Street, Oamaru  
 Johnson, Jas., and John, 201 Thames Street, Oamaru  
 Johnston, J., 20 Tees Street, Oamaru  
 McDonald and Carson, 122 Thames Street, Oamaru  
 McQuade, W., 213 Thames Highway, Oamaru  
 Meikle, Jas., 40 Thames Street, Oamaru  
 Palmer, T., 207 Thames Street, Oamaru  
 Taverner, F. G., 125 Thames Street, Oamaru

and

The Dunedin and Suburban Operative Butchers' Industrial Union of Workers (hereinafter called "the union").

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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 12th day of November, 1934, and shall continue in force until the 12th day of November, 1936, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 29th day of October, 1934.

[L.S.]

F. V. FRAZER, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. (a) Forty-eight hours shall constitute a week's work, to be worked as follows: Between the hours of 7.30 a.m. and 5.30 p.m. on Mondays, Tuesdays, Wednesdays, and Thursdays (except the day preceding Christmas Day, New Year's Day, and Good Friday, on which day the hour for ceasing work shall be 9 p.m.); between the hours of 7.30 a.m. and 6 p.m. on Fridays, with one hour each

day for lunch ; and between the hours of 7.30 a.m. and 12.30 p.m. on Saturdays. Where a whole holiday occurs on a Saturday workers may be employed until 9 p.m. on the day preceding such holiday :

Provided that within a radius of five miles from the Chief Post-office in the town of Oamaru the week's work of forty-eight hours shall be worked as follows : On four days of the week between 7.20 a.m. and 5 p.m., and on one day of the week between 7.20 a.m. and 5.30 p.m. On Saturdays the hours of work shall be between 7.20 a.m. and 12 noon. One hour shall be allowed for dinner on each day other than Saturday.

(b) Each employer shall notify the Inspector of Awards what the starting and finishing hour shall be for each of his workers, and such hours when so fixed shall continue for a period of not less than six months ; and thereafter, if the employer decides to alter the hours, he shall give notice to the Inspector of Awards within three days.

(c) An employer may require a worker to work fifteen minutes after the time specified in clause 1 (a) for the purpose of cleaning the shop, without payment of overtime.

(d) 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.

(e) Notwithstanding anything to the contrary hereinbefore contained employees may be required to commence work at 7 a.m. on Friday and Saturday morning without payment of overtime, provided that the weekly hours of employment are not exceeded. In any week where a whole holiday occurs the morning of the day before such holiday may be substituted for one of the days mentioned herein.

### *Wages.*

2. (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
First small-goods man .. .. .	5	3	6
All other workers connected with the shop or small-goods department .. .. .	4	6	0
Person in charge of hawking cart .. .. .	4	10	0

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

(c) One week's notice shall be given by either party of the termination of the employment.

### *Casual Labour.*

3. All casual workers shall be paid at the rate of not less than 2s. per hour, with a minimum of four hours on the day of the

half-holiday and eight hours on any other day on which such worker shall be employed. "Casual" means any person whose engagement is for a period of less than five and a half consecutive days.

*Boys and Youths.*

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

Age commencing.	First Year.	Second Year.	Third Year.	Fourth Year.	Fifth Year.	Sixth Year.	Seventh Year.	Thereafter.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Under 16 years ..	15 0	20 0	25 0	35 0	50 0	60 0	75 0	86 0
Between 16 and 17 ..	15 0	20 0	25 0	35 0	50 0	75 0	86 0	..
Between 17 and 18 ..	17 6	27 6	40 0	45 0	60 0	86 0	..	..
Between 18 and 19 ..	25 0	40 0	50 0	60 0	86 0	..	..	..
Between 19 and 21 ..	30 0	40 0	60 0	75 0	86 0	..	..	..

For the purposes of this clause all time worked under the previous award shall count as time worked under this award.

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

*Holidays.*

5. (a) All workers shall receive the following holidays: New Year's Day, 2nd January, Good Friday, Easter Saturday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, Anniversary Day, Anzac Day, and the day of the Dunedin Operative Butchers annual picnic. The employers shall have the right to fix the day of the week, but not otherwise the date of this last-mentioned holiday.

(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.

(c) All work done on Sundays, Christmas Day, or Good Friday, shall be paid for at double-time rates, and all work done on 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.

(d) If required by the workers one holiday of one week without pay shall be granted to each worker under this award on completion of each year of service, at a time to be mutually agreed upon by the employer and the worker; such holiday to be exclusive of any holiday mentioned in subclause (a) hereof.

(e) All time worked under the previous award shall count as if worked under this award for the purposes of calculating the years of service.

*Weekly Half-holiday.*

6. 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.*

7. (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 shall not apply to a worker who is acting for a first shopman, or first small-goods man, during the period of his annual holiday.

(b) All wages and overtime shall be paid in full weekly before the closing-hour on any day other than Saturday.

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

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

(e) A copy of this award 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.

(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 on such vehicle at his place of residence, either before or after the hours for starting or finishing work as set out in this award, or on any holiday or a Sunday, unless payment at overtime rates is made for such work.

(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 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 the employer or employee is not allowed, and employees are not permitted to have the assistance of casual boy labour at any time: Provided that this clause shall not apply to employers' sons.

(k) No worker substantially employed in a beef-butcher's shop, or in the delivery of goods in connection therewith, shall be permitted to work in a pork-butcher's shop for a shorter period than one week.

*Overtime.*

8. (a) All time worked in any one day outside or in excess of the hours prescribed in clause 1 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) For the purpose of calculating overtime, any overtime in excess of a quarter of an hour shall count as half an hour, and if over half an hour, but under one hour, as one hour.

*Time and Wages Book.*

9. 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 award applies, the class of work performed by each worker, and the time during which he has been employed during each day.

*Closing of Shops.*

10. (a) In exercise of the powers vested in the Court by section 69 of the Shops and Offices Act, 1921-22, as amended by section 17 of the Shops and Offices Amendment Act, 1927, it is ordered that all butchers' shops and the shops of every person, firm, or company in which fresh meat is sold carrying on business in those areas to which section 31 of the principal Act applies shall be closed as follows: At the hour of 5.30 p.m. on four days of the week; at the hour of 6 p.m. on one day of the week; and at the hour of 12.30 p.m. on the day of the statutory half-holiday: Provided that on the Thursday preceding Good Friday the closing-hours shall be 9 p.m., and that where a whole holiday occurs on Saturday the closing-hour on the preceding day shall be 9 p.m.

(b) All shops mentioned in the preceding subclause shall be closed from the hour of 7 a.m. on those days set out as holidays, or days observed in lieu thereof, in clause 5 hereof: Provided that this provision shall not operate so as to prohibit public institutions, hotels, and shipping being supplied up to 8 a.m.

*Exemptions.*

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

*Matters not provided for.*

12. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or 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.

*Under-rate Workers.*

13. (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 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.*

14. (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 seven 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 this 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 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 contributions 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 Award.*

15. The operation of this award is limited to those parts of the Otago and Southland Industrial District lying within a radius of fifteen miles from the Chief Post-office in the City of Dunedin and five miles from the Chief Post-office in the Town of Oamaru.

*Term of Award.*

16. This award shall come into force on the 12th day of November, 1934, and shall continue in force until the 12th day of November, 1936.

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 29th day of October, 1934.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.