

Out of the total amount of penalties inflicted on slaughtermen, of £1,330, it will be noted that there is an amount of £303 outstanding, or 22½ per cent. of the whole. Owing to the nomadic nature of their calling, it has taken between six months and three years to collect the larger portion of this amount. Our Inspectors have full lists of the names of all the men who still owe penalties, and will not cease their efforts to collect as long as there is a chance of securing the money. At the end of the season during which they were fined a large number of the men left for Australia, and hoped to escape their liabilities in this way, but were surprised on their return months afterwards on being immediately proceeded against for recovery of the fines imposed.

Return showing Position of Slaughtermen's Fines as at 31st March, 1910.

	£	s.	d.	Percentage.
Total number of cases in which penalties inflicted, 266	..	..	..	..
Total amount of penalties	1,330	0	0	..
Amount paid within three months	422	10	0	31½
Amount paid within six months	70	5	0	5¼
Amount paid over six months	534	3	6	40¼
Amount outstanding	303	1	6	22½

Of the amount of £303 1s. 6d. outstanding, £203 1s. 6d., representing 15½ per cent. of the total amount of penalties, is owing by 74 slaughtermen who at present cannot be found. Every effort is being made by Inspectors of Factories to locate the defaulters and to collect the balance owing, attachment-orders on wages being used as a means to recover the penalties.

Preference to Unionists.

A considerable amount of attention has been given by the Department during the year to the enforcement of this clause in various awards. Compliance with the conditions laid down in the clause entails a good deal of care and trouble on both employers and the unions concerned, such as the method of keeping the employment-books by unions, showing various particulars of the work done in the past by those shown to be out of employment. Several new clauses have been adopted in some of the more recent awards by which a more ready compliance can be obtained. The most satisfactory appears to be that under which, when a non-unionist worker is taken on, notice is required to be sent to the union, which, if the worker does not join within a specified time, may call on the employer to discharge such worker, providing it can replace him by an equally suitable hand. The responsibility imposed on the unions for the accuracy and completeness of the entries in the employment-book is thus largely obviated.

It is noteworthy that in some preference clauses a kind of reciprocity is brought about by giving a similar preference of available labour to the employers' union or association, the members of which thus have some advantage over other employers not members of their body. For an example of a recent clause I would refer to that adopted by the Canterbury Hotel employees and their employers in an agreement dated 8th March, 1910.

A case has been brought under notice during the year which shows the desirability of a slight amendment to the Act in the direction of giving power to limit preference not merely to the members of an industrial union of workers, but to the financial members only of such union. If preference is to be given, it is not equitable that workers who are in default of contributions should receive the same benefits as financial members. I have already suggested that an amendment be made in the Act to remedy this defect, and I hope you will see your way to allow the same to be embodied in an amending Bill.

One enforcement case for breach of the preference clause brought before the Court during the year is worthy of notice. It was brought by the union, the Department having declined to take action. The question for the Court to decide was as to whether an employee who had been told to stand down for a day or two should be regarded as dismissed, and thus re-engaged when his work was resumed. The Court decided that a mere interruption in the earning of wages does not of itself constitute a cessation of the relationship of master and servant.

Another provision under this Act gives rise to difficulties—namely, section 60 of the Amendment Act of 1908, by which an employer commits an offence if he dismisses a worker because he is an officer or member of an industrial union or entitled to the benefits of an award, &c. The Department receives several complaints under this head from time to time, but there is the greatest difficulty in proving such cases, and it is only rarely, therefore, that they can be taken to the Courts.

The necessity for the keeping of time and wage books has been long felt, and the recent provision made in the Act to this effect has enabled the Department to more readily ascertain whether awards are properly complied with. Of course, the proper keeping of books showing the transactions of all businesses is becoming generally recognised as a necessity, and those showing the wages paid to employees may, I think, be regarded as equally necessary.