

FILED IN NOVEMBER.

NORTHERN INDUSTRIAL DISTRICT.

(644.) AUCKLAND FLOUR-MILL EMPLOYEES.—AGREEMENT.

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 7th day of October, 1903, between the Auckland United Flour-mill Employees' Industrial Union of Workers (hereinafter called "the said union") of the one part and the Northern Roller Milling Company (Limited), Bycroft and Co. (Limited), and Samuel Carey Brown, all of the City of Auckland, millers (hereinafter called "the said employers"), of the other part, witnesseth that the parties do hereby agree as follows :—

1. This agreement and every term thereof shall be deemed to be an industrial agreement between the said union of the one part and the said employers of the other part, made in pursuance of the said hereinbefore mentioned Act, and each of the said employers shall be deemed to be separately and individually bound thereby.

2. The hours of labour in the mills of the employers and of each of them shall not exceed forty-eight hours' work a week, nor, except in the case of night-shifts, more than eight and three-quarters working-hours per day. Each employer shall be at liberty to arrange with his employees the hours for commencing and ceasing work on each day, and may work his mill in shifts either by day or night. Any employer may arrange with his employees for a Saturday half-holiday, but no day-shift shall consist of more than eight and three-quarters working-hours. Such arrangements for meals may be made by any employer with his employees as may be suitable in the working of the particular mill.

3. All work done in any one day in excess of the hours above set forth shall (except as hereinafter mentioned) be paid for as follows: Time and a quarter shall be paid for the first two hours, time and a half for the second two hours, and after the second two hours double time shall be paid.

4. All work done on Sundays or holidays shall be paid for at the rate of double time on days not being Sundays or holidays. Storemen shall, if required, work for the first two hours overtime at the ordinary rates, but if they shall be required to work more than two hours overtime on any one day they shall be paid overtime at the rates hereinbefore prescribed. In respect of the man who has to turn out to get up steam ready for the mill to start, whether he be the

man in charge or otherwise, whatever extra time he is so employed in regard to this special duty he shall be paid for at the ordinary rate of pay.

5. The following days shall be observed as holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, the Sovereign's birthday, Anniversary Day, Christmas Day, and Boxing Day.

6. The number of boys employed in any flour-mill shall not exceed one to three or fraction of the first three men. The number of boys employed in any oatmeal-mill shall not exceed two to one man employed in that department.

7. So long as the rules of the union shall permit any person of good character and sober habits now employed in the trade in this industrial district, and any other person now residing or who may hereafter reside in this industrial district, who is of good character and sober habits and who is a competent workman, to become a member of the union upon payment of an entrance fee not exceeding 5s. and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join the union, without ballot or other election, then, and in such cases, employers shall when engaging workmen employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the work required to be done and ready and willing to undertake it. Provided that this clause shall not involve the dismissal of any worker now in the service of any mill-owner, and such mill-owner may continue to employ any such worker although not a member of the union. This clause shall not apply to casual labour.

8. The union shall keep in some convenient place within one mile from the Chief Post-office, Auckland, a book to be called "the employment-book," wherein shall be entered the names and addresses of all members of the union for the time being out of employment, with a description of the branch of the trade in which each such member claims to be proficient, and the names, addresses, and occupations of every such employer by whom such member shall have been employed during the preceding six months. Immediately upon any such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify the entries contained in such book, and the union shall be liable as for a breach of this agreement in case any entry in such book shall be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer without fee or charge, on every working-day except Saturday, between the hours of 8 a.m. and 5 p.m., and on Saturdays between the hours of 8 a.m. and 12 noon. If the union fail to keep such book

in accordance with this provision, then, and in such case, and so long as such failure shall continue, employers may employ any person, whether a member of the union or not, to perform the particular work required to be done, notwithstanding the foregoing provisions. Notice of the place where such employment-book is kept, and of any change in such place, shall be given by advertisement in the *New Zealand Herald* and *Evening Star* newspapers published in Auckland.

9. No employer shall discriminate against members of the union or, in the engagement or dismissal of his hands or in the conduct of his business, do anything for the purpose of directly or indirectly injuring the union.

10. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

11. Employees upon leaving their situations shall give a full week's notice, and upon their services being dispensed with by their employers shall receive a full week's notice, unless dismissed for misconduct, personal negligence, or other reasonable cause.

12. The following shall be the minimum rate of wages: Roller-men or shift miller, 1s. 1d. per hour; oatmeal and barley miller, 1s. 1d. per hour; purifier (the man on purifier and flour-dressing floors), 10½d. per hour; smutter-man in charge of wheat-cleaning machinery, 1s. per hour; assistant smutter-man, 11d. per hour; kiln-man, 11d. per hour; head storeman, 1s. 1½d. per hour; assistant storeman, 10½d. per hour; packer-men (no boys except apprentices to be allowed on packers except at packer-man's wages), 10½d. per hour; man in charge of the engine, 1s. 2d. per hour; engine-drivers, 1s. per hour; boys—for the first six months, 10s. per week; second six months, 12s. per week; third six months, 15s. per week; fourth six months, 18s. per week; fifth six months, £1 1s. per week; sixth six months, £1 4s. per week; seventh six months, £1 7s. per week; eighth six months, £1 10s. per week; ninth six months, £1 13s. per week; tenth six months, £1 16s. per week; head man employed in bag-printing department, 1s. per hour; other men employed in such department, 10½d. per hour. All casual labour in store to be paid 1s. per hour.

13. This industrial agreement shall take effect from the 1st day of October, 1903, and shall continue in force until the 8th day of June 1905.

In witness whereof the said parties have duly executed this agreement the day and year first above written.

J. B. HOYES, President.
ARTHUR ROSSER, Secretary.

Executed by the said industrial union under the seal of the said union and the hands of the chairman and secretary thereof in the presence of—William White, commission agent, Grey Lynn.

JOHN BROWN.
H. BRETT.

The common seal of the Northern Roller Milling Company was hereto affixed the day and year first above written, and this agreement signed by John Brown and H. Brett, two directors of the said company, in the presence of—P. Virtue, manager and secretary.

ANDREW BELL, Director.
ROBERT MCKINNON.

The common seal of Bycroft and Co. (Limited) was hereto affixed the day and year first above written, and this agreement signed by the acting manager and one director of the said company, in the presence of—John Fraser, accountant.

S. C. BROWN.

Signed by Samuel Carey Brown the day and year first above written, in the presence of—Arthur T. Brown, clerk, Durham Lane.

WELLINGTON INDUSTRIAL DISTRICT.

(645.) WELLINGTON TIN-PLATE AND SHEET-METAL WORKERS V ROWELL.—ENFORCEMENT OF AWARD.

Before the Court of Arbitration.—Application for enforcement of award filed by the Wellington Tin-plate and Sheet-metal Workers' Industrial Union of Workers against William Rowell.

Chapman, J., President.—Tuesday, 1st October, 1903.

Mr. W. H. Hampton (authorised agent) for the union; Mr. Henry Field (authorised agent) for the defendant.

THE charge was in this case that the defendant failed to indenture a youth named Whiterod to the trade on the coming into operation of the award—viz., on the 24th February, 1902, he being in the defendant's employ at that time.

On the case being called on, the defendant admitted the facts, and asked the Court to inflict only a nominal penalty.

The Court, on consideration, ordered the defendant to pay a penalty of £1, with disbursements to be settled by the Clerk of Awards.

W. A. HAWKINS,
Clerk of Awards.