

CANTERBURY INDUSTRIAL DISTRICT.

(1980.) TIMARU WATERSIDE WORKERS.—AGREEMENT FOR CONDITIONS OF LABOUR.

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1908," this 6th day of October, 1909, between the Timaru Waterside Workers' Industrial Union of Workers and the undermentioned firms and employers:—

Bedford Mills Company (Limited).
 Jackson, John, and Co. (Limited), Timaru.
 Mill, John, and Co. (Limited), Timaru.
 New Zealand Flour-millers' Co-operative Association (Limited), Timaru.
 Shaw, Savill, and Albion Company (Limited), Timaru.
 Stuart, D., Timaru.
 Turnbull, D. C., and Co., Timaru.
 Union Steamship Company of New Zealand (Limited), Timaru.
 Westport Coal Company (Limited), Timaru.

1. *Hours of Labour.*—For all classes of labour the ordinary hours shall be from 8 a.m. to 5 p.m., exclusive of meal-hour (from 12 noon to 1 p.m.). All other time to be classed as overtime.

2. *Out-ports.*—Men engaged in Timaru to work cargo at other ports shall be paid from the time of leaving Timaru until their return at the rate of 10s. per day (excluding Sundays), with meals, fares, and sleeping accommodation provided. If men leave before noon they shall be paid for a whole day, and if they leave after noon they shall be paid for half a day, and if kept waiting for arrival of a boat, to be paid for such time.

3. *Rate of Wages.*—The following shall be the minimum rates of wages per hour: 1s. 6d. per hour daytime, 2s. per hour overtime work.

4. *Men ordered down and not employed.*—Men ordered down to work between the hours of 5 p.m. and 9 p.m. to receive not less than one hour's pay. If ordered down between the hours of 9 p.m. and 7 a.m., to receive not less than two hours' pay. Such payments to be made at the overtime rate of wages.

5. *Meal-hours.*—Breakfast, 7 a.m. till 8 a.m.; dinner, 12 noon till 1 p.m.; tea, 5 p.m. till 6 p.m. If employers expect to finish by 1 a.m., half an hour from 9.30 to 10 p.m. If employers expect work to continue past 1 a.m., a full hour for supper from 9.30 to 10.30 p.m. When a vessel is working all night, a half-hour from 2.30 a.m. to 3 a.m. When a vessel starts at midnight and works till 7 a.m., a half-hour from 3.30 a.m. to 4 a.m.

6. *Working through Meal-hours.*—Men shall work during meal-hours if required to do so, and shall be paid therefore at overtime rates, but they shall not be called upon to work longer than five hours consecutively without an opportunity of having a meal, unless in the event of a boat finishing, when they may extend the work one hour, which hour to be paid for at the rate of 3s. per hour.

7. *Engagement of Labour.*—(a.) All labour to be engaged at some definite place or places to be determined from time to time by the secretary to the union and the employer or employers concerned, jointly with the secretary of the Timaru Harbour Board: Provided that, in the event of any exceptional circumstances arising, men may be engaged elsewhere.

(b.) And, when possible, for employer or employers within a reasonable time to inform men when waiting whether more labour will be required or not.

8. *Engagement for Overtime.*—Any men required to work overtime to be engaged during ordinary working-hours; provided that men shall not be engaged after 4 p.m. on Saturdays except in cases of emergency. When the arrival of a boat is uncertain, a notice shall be posted by the employers not later than 6 p.m. on Sundays, on a notice-board to be erected at place of engagement, confirming Saturday's arrangement, or notifying alterations in connection therewith; provided that the employer or employers have the necessary information.

9. *Minimum Pay for Men engaged.*—Where men are ordered for a job and all are not put on to work, those men who are not put on to work shall be paid one hour's pay at the rate (ordinary or overtime) for the class of work for which they were to have been engaged.

10. *Failure to start Work.*—When men are ordered for work and one or more fail to appear or to commence work at the appointed time, the gang affected shall work shorthanded until a substitute has been found.

11. *Number of Men in Gangs.*—The number of men in working-gangs shall be left to the discretion of the employer or employers.

12. *Coaling and Ballasting Work-baskets.*—Carrying-baskets shall average 12 (twelve) to a ton, ballast-baskets shall average 8 (eight) to the ton, and large baskets shall average 5 (five) to the ton.

13. *Holidays.*—The following days shall be recognised holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, King's Birthday, Anniversary Day, Christmas Day, Boxing Day. Double ordinary time to be paid for Christmas Day, Good Friday, and Sundays. All other holidays, ordinary overtime. If any of these holidays shall be observed generally on any other day than that on which it falls, the provisions of this award shall apply to such other day instead of the original day.

14. *Payment of Wages.*—The Union Steamship Company of New Zealand (Limited) shall pay wages weekly on Friday from 11.30 a.m. till 12.30 p.m. Payments to be made for all work done up to the previous Wednesday at midnight. J. Mill and Co. (Limited) to pay wages weekly on Saturdays from 11.30 a.m. till 1 p.m. All other employers shall continue their present practices with regard to the payment of wages.

15. *Meat-chambers.*—The temperature of the meat-chambers while men are working therein is not to be lower than 7° above zero in ships fitted with the Haslam system, and 12° above zero in ships fitted with other freezing systems.

16. *Preference.*—If and so long as the rules of the union shall permit any person of good character to become a member of such union upon payment of an entrance fee of 2s. 6d. and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written or verbal application of the person desiring to join the union, without ballot or other election, then, and in such case, and thereafter, the employers shall employ members of the union in preference to non-members, provided that there are members of the union available equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it: Provided that a man shall become eligible for employment as already a member of the union if he shall, *bona fide*, give notice in writing to the secretary of the union of his desire to join the union, and shall pay or deposit with such notice the sum of 2s. 6d. Such notice may be given by delivering the same to the secretary personally, or by leaving the same at his office, or by depositing the same in a box which it shall be the duty of the union to keep available for that purpose at the place, or one of the places, appointed for the engagement of labour under clause 7 hereof.

17. Employers, in employing labour, shall not discriminate against members of the union, and shall not, in the engagement or dismissal of men, or in the conduct of their business, do anything for the purpose of injuring the union directly or indirectly.

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

19. *Strikes.*—(a.) The union shall do all in its power to prevent any strikes by any of the workers affected by this agreement; and, if any strike shall occur in which any members of the union shall take part, such strikers shall be *prima facie* evidence that the union has committed a breach of its duty hereunder.

(b.) The Court reserves to itself full power, in the event of any such strikes as last mentioned occurring, to suspend, on the application of the employer, or any of them, the operation of all or any of the provisions of this agreement for such period as the Court shall think proper.

20. *Application of Agreement.*—This agreement shall apply only to casual labour employed from day to day or from hour to hour, and shall not apply to weekly or to permanent employees, or to men employed on maintenance-works.

21. *Limitation of Agreement.*—This agreement shall apply (subject to the provisions in clause 2 hereof) only to the wharves and port of Timaru.

22. *Term of Agreement.*—This agreement shall come into force on the 31st October, 1909, and thereafter shall continue in force until the 31st October, 1911.

Signed on behalf of employers,—

SHAW, SAVILL, AND ALBION COMPANY (LIMITED),
per WILLIAM J. TAYLOR.

NATIONAL MORTGAGE AND AGENCY COMPANY OF
NEW ZEALAND (LIMITED),

Agents at Timaru for Union Steamship
Company of New Zealand (Limited),
(W. R. McLAREN, Manager).

D. C. TURNBULL AND Co.,

JOHN MILL AND Co. (LIMITED),
per THOMAS D. YOUNG, Manager.

THE WESTPORT COAL COMPANY (LIMITED),
(JOHN L. GILLIES, Branch Manager).

THE BELFORD MILLS COMPANY (LIMITED)
(K. G. TURNER).

JOHN JACKSON AND Co. (LIMITED),
per T. E. HOLDGATE.

FOR the NEW ZEALAND FLOUR-MILLERS' Co-
OPERATIVE ASSOCIATION (LIMITED),

GEORGE A. JAMIESON.

D. STUART.

Signed on behalf of the Timaru Waterside Workers' Industrial
Union of Workers,—

JOHN PURVES, Secretary.

A. J. KING, President.