

(2282.) WELLINGTON WOOL AND GRAIN STORES EMPLOYEES.—
AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Wellington Wool and Grain Stores Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Abraham and Williams, Wellington.

Budgett and Davidson, Wellington.

Burke, J. J., and Co., Wellington.

Dalgety and Co. (Limited), Wellington.

Levin and Co., Wellington.

Murray, Roberts, and Co., Wellington.

New Zealand Loan and Mercantile Agency Company, Wel-
lington.

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, 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 13th day of March, 1911, and shall continue in force until the 9th day of March, 1914.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath herunto set his hand, this 9th day of March, 1911.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

1. Subject to the provisions hereinafter contained as to shifts, the hours of work shall be between 8 a.m. and 5 p.m. on each day except Saturday, and from 8 a.m. to noon on Saturday. One hour shall be allowed for dinner in each day except Saturday.

Shifts.

2. Two shifts of not more than eight hours each may be worked in each twenty-four hours by any employer, and in that case the hours of work may be arranged by each employer to suit his own business. A crib-time of not less than half an hour shall be allowed in every shift without any deduction from the worker's pay. Work shall terminate at noon on Saturday. Workers shall change shifts every week.

Wages.

3. The following shall be the minimum wages to be paid to the following workers employed in any wool or grain store:—

- (a.) The wages of a storeman in charge shall be fixed by agreement, and this award shall not apply to such a storeman.
- (b.) Under-storeman, a wage of £2 10s. per week.
- (c.) Labourers when employed in handling or mixing manure, 1s. 3d. per hour.
- (d.) All other labourers, 1s. 1½d. per hour.

Payment of Wages.

4. Unless otherwise agreed in writing, wages shall be paid weekly in cash. Casual workers shall be entitled to be paid their wages within a reasonable time after being discharged from work.

Overtime.

5. (a.) All time worked in excess of eight hours in any one day shall be overtime, and shall be paid for at the rate of 1s. 6d. per hour.

(b.) Overtime worked at handling or mixing manure shall be paid for at the rate of 1s. 7½d. per hour.

Holidays.

6. All time worked on the following holidays shall be paid for at the rate of time and a half: New Year's Day, Easter Monday, Labour Day, King's Birthday, and Boxing Day. All time worked on Sunday, Good Friday, or Christmas Day shall be paid for at the rate of double time.

Employment of Youths.

7. One youth may be employed at each store at not less than the following rates of wages: Up to 18 years of age, 4s. per day; up to 19 years of age, 5s. per day; up to 20 years, 6s. per day; up to 21 years of age, 6s. 6d. per day.

Under-rate Workers.

8. (a.) Any worker who for any reason is incapable of earning the minimum wage may be paid such lower wage as may from time to time be fixed, on 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 may think fit to consider after 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 and his employer 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 worker 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 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.

9. (a.) Employers shall, when engaging workers, employ members of the union in preference to non-members, provided there are available at the time and place when and where the work is to be performed members of the union equally qualified with non-members to perform the particular work required to be done and ready and willing to undertake it.

(b.) The provisions of the foregoing 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, who is 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 6d. per week.

Scope of Award.

10. This award shall apply only to employers carrying on business as wool or grain merchants in the City of Wellington.

Term of Award.

11. The term of this award shall be from the 13th day of March, 1911, to the 9th day of March, 1914.

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 9th day of March, 1911.

W. A. SIM, Judge.

MEMORANDUM.

This award is based on an agreement made by the parties, with the assistance of Mr. Hally, Conciliation Commissioner, at a conference held after the dispute had been referred to the Court.

W. A. SIM, Judge.