

(2441.) BLUFF WATERSIDE WORKERS.—AWARD *RE* STORE HANDS.

In the Court of Arbitration of New Zealand, Otago and Southland 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 Bluff Waterside Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Dalgety and Co. (Limited), Invercargill.

Henderson and Co. (Limited), Invercargill.

Mill, John, and Son, Bluff.

National Mortgage and Agency Company (Limited), Invercargill.

New Zealand Loan and Mercantile Agency Company (Limited), Invercargill.  
 New Zealand Shipping Company (Limited), Invercargill.  
 Nichol Bros., Bluff.  
 Shaw, Savill, and Albion Company (Limited), Invercargill.  
 Ward, J. G., and Co. (Limited), Invercargill.  
 Watson, J. E., and Co. (Limited), Invercargill.  
 Wright, Stephenson, and Co. (Limited), Invercargill.  
 Wing and Parsons, stevedores, Bluff.

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 as from the 20th day of November, 1911, and shall continue in force until the 30th day of June, 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 24th day of November, 1911.

W. A. SIM, Judge.

SCHEDULE.

*Hours of Work.*

1. The recognized hours of work shall be from 8 a.m. to 12 noon and from 1 p.m. to 5 p.m. on six days of the week.

*Overtime.*

2. All work done beyond the time mentioned in the foregoing clause shall be considered overtime.

*Rate of Wages.*

3. The following shall be the minimum rates of pay per hour for all work hereafter specified :—

	Ordinary.		Overtime.	
	s.	d.	s.	d.
For handling manure in bulk and mixing ... ..	1	6	2	3
For handling manure in bags ... ..	1	3	2	0
For handling fibre or flax ... ..	1	3	2	0
For carrying grain ... ..	1	3	2	0
For handling wool ... ..	1	3	2	0
For discharging coal in sheds ... ..	1	6	2	6
For handling corn-sacks ... ..	1	3	2	0

*Corn-sacks.*

4. Handling corn-sacks in bales, not less than five men to each bale when lifting by hand.

*Interval for Smoking.*

5. The men to receive ten minutes for smoking at 10 in the morning and 3 in the afternoon; no time to be deducted for that twenty minutes. Smoking prohibited in stores except by permission of employer or his representative.

*Men ordered down and not put on.*

6. Men ordered down and not put on shall receive one hour's pay.

*Ventilation.*

7. All stores where manure is mixed and handled shall have proper ventilation.

*Weekly-wage Men.*

8. Not more than three weekly-wage men to be employed in any one store in connection with the handling or mixing of manure.

*Engagement of Labour.*

9. Men engaged at the Bluff shall be engaged at their respective stores, as is the usual custom prevailing.

*Payment of Wages.*

10. Employers shall pay wages on Fridays from 1 p.m. till 5.15 p.m.; payment to be made for work done up to the previous Wednesday midnight.

*Casual Workers.*

11. All casual workers in the Bluff stores are to be defined as waterside store workers.

*Holidays.*

12. For all work done on Sunday, Christmas Day, and Good Friday, double ordinary time shall be paid. New Year's Day, Easter Monday, King's Birthday, Labour Day, Boxing Day, and Bluff Regatta Day, at ordinary overtime rates.

*Under-rate Workers.*

13. (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 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 the purpose, and such Inspector or 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 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.*

14. (a.) 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 not exceeding 2s. 6d., and of subsequent contributions, whether payable weekly or otherwise, not exceeding 6d. per week, upon a written application of the person desiring to join the union, without ballot or other election, then and in such cases and thereafter the employer shall employ members of the union in preference to non-members, provided 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 if 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 the purpose at the place appointed for the engagement of labour under clause 9 hereof.

(b.) 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.

(c.) When members of the union and non-members are employed together there should not be any distinction between members and non-members, and both shall work together in harmony and shall receive equal pay for equal work.

(d.) This preference clause shall apply only to men who are engaged at the Bluff, and not to men engaged at places outside of Bluff for work at that port.

*Application of Award.*

15. This award shall apply only to casual labour employed from day to day or hour to hour, and shall not apply to weekly or permanent employees.

*Term of Award.*

16. This award shall come into force as from the 20th day of November, 1911, and shall continue in force until the 30th day of June, 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 24th day of November, 1911.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendation of the Conciliation Council, which the parties agreed to accept. The award is limited in its operation to the Bluff.

W. A. SIM, Judge.