

(2485.) SOUTH CANTERBURY GRAIN, WOOL, GENERAL PRODUCE,
AND OIL MERCHANTS' LABOURERS.—AGREEMENT.

MEMORANDUM of an agreement made pursuant to the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 3rd day day of January, 1912, between the Canterbury Builders and General Labourers, Quarry-workers, and Wool and Grain Store Employees' Industrial Union of Workers, a body registered under the provisions of the above Act (hereinafter referred to as "the union"), of the one part, and the following employers, carrying on business in South Canterbury as grain, wool, general produce, and oil merchants :—

Buxton, T., and Co.,
 Canterbury Farmers' Co-operative Association,
 Crawford, E. A., and Co.,
 Dalgety and Co. (Limited),
 Guinness and Le Cren (Limited),
 Manchester Bros. and Co.,
 Mill, J., and Co.,
 National Mortgage and Agency Company (Limited),
 New Zealand Loan and Mercantile Company (Limited),
 Shaw, Savill, and Albion Company (Limited),
 Turnbull, D. C., and Co.,
 Vacuum Oil Company,

(hereinafter referred to as "the employers"), of the other part, whereby it is mutually agreed as follows :—

That, as between the parties hereto, the terms, conditions, and provisions set out in the schedule hereto annexed shall be binding upon the said parties, and the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this agreement; and, further, the said parties shall respectively do, observe, and perform every matter and thing by this agreement, 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 agreement or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

Hours of Labour.

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 five days of the week, and from 8 a.m. to 12 noon on one day to be arranged. No man to be employed more than five hours without a meal.

Rate of Wages.

2. All labourers employed in wool, grain, general produce, or oil stores to be paid not less than 1s. 3d. per hour.

Payment of Wages.

3. Wages shall be paid weekly and in cash, and when not paid in the employer's time all time exceeding fifteen minutes shall be paid for at ordinary rates.

Overtime.

4. All time worked beyond the time mentioned in clause 1 hereof shall be paid for at the rate of time and a quarter for the first four hours, and time and a half afterwards.

Holidays.

5. 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, Anniversary Day, Labour Day, King's Birthday, and Boxing Day. Double rates shall be paid for all time worked on Sundays, Good Friday, or Christmas Day.

Under-rate Workers.

6. (a.) Any worker who for any reason is incapable of earning the minimum wage may be paid such lower wage as may be from time to time 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 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 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 period as such Inspector or other person thinks 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.

7. If and so long as the rules of the union shall permit any person of good character and sober habits and a competent worker to become a member of the union, upon payment of an entrance fee not exceeding 5s., upon his application, without ballot or other election, and so to continue upon paying subscriptions not exceeding 6d. per week, each employer shall employ members of the union in preference to non-members, provided there are members immediately available who are equally qualified and willing to perform the particular work.

Representatives for Sheds.

8. The union agrees to appoint a representative in each shed, whose duty it will be to see that the terms and conditions of this agreement are adhered to by both parties. When any employer requires to engage men he shall give the representative reasonable notice as to the number of men required, and it will be the duty of the representative to endeavour to obtain the necessary men.

Exemptions.

9. This agreement shall not apply to head storemen or to second storemen, or to men employed on regular wages throughout the year.

This agreement shall come into force on the 2nd day of January, 1912, and shall continue in force until the 31st day of December, 1913.

The common seal of the Canterbury Builders and General Labourers, Quarry-workers, and Wool and Grain Store Employees' Industrial Union of Workers was affixed hereto on the 9th day of January, 1912, in the presence of—

[SEAL OF UNION.]

E. J. HOWARD, President.
A. PATTERSON, Secretary.

Signed by the aforesaid employers as follows:—

For Canterbury Farmers' Co-operative Association—

J. P. NEWMAN, General Manager.

For Dalgety and Co. (Limited)—

C. E. MORRIS, Manager.

For Guinness and Le Cren (Limited)—

J. MALING, Director.

For J. Mill and Co.—

T. D. YOUNG.

For National Mortgage and Agency Company (Limited)—

W. R. McLAREN, Manager.

For New Zealand Loan and Mercantile Agency Company (Limited)—

FRED. BARKES, Manager.

For Shaw, Savill, and Albion Company—

WM. J. TAYLOR.

For D. C. Turnbull and Co.—

D. C. TURNBULL.

For Vacuum Oil Company—

J. L. McCINTOCK.

For E. A. Crawford and Co.—

E. A. CRAWFORD.

For T. Buxton and Co.—

T. BUXTON.

For Manchester Bros. and Co.—

A. J. MANCHESTER.