

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(2761.) SOUTHLAND (EXCEPT INVERCARGILL AND BLUFF) WOOL AND GRAIN, ETC., MERCHANTS' EMPLOYEES.—AWARD.

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 Southland Building Trade and General Labourers, Wool and Grain Store Employees, Gasworks Employees, and Drivers' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Dalgety and Co. (Limited), Gore.
 Henderson and Co. (Limited), Gore.
 National Mortgage and Agency Company (Limited), Gore.
 New Zealand Loan and Mercantile Agency Company (Limited), Gore.
 Southland Farmers' Co-operative Association (Limited), Gore.
 Ward, J. G., and Co. (Limited), Gore.
 Watson, J. E., and Co. (Limited), Gore.
 Wright, Stephenson, and Co. (Limited), Gore.

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 1st day of March, 1913, and shall continue in force until the 1st day of March, 1915.

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 4th day of April, 1913.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

1. (a.) The ordinary working-hours shall be from 8 a.m. to 5 p.m., inclusive of meal-hour (from 12 noon to 1 p.m.), on all week-days other than the day of the half-holiday, on which day work shall cease for the day at 1 p.m.

(b.) The half-holiday shall be held in each week on a day suitable to the employers.

(c.) When working shifts at seed-cleaning a day's work shall consist of eight working-hours irrespective of the time of starting.

Overtime.

2. All work done beyond the time mentioned in the foregoing clause shall be considered as overtime, and shall be paid for at the following rates: All time worked from the ordinary time of ceasing work and up till midnight, time and a half; between midnight and the ordinary hour for commencing work, double time. On Sundays and all statutory holidays double time shall be paid.

Wages.

3. (a.) The minimum rate of wages shall be not less than 1s. 1½d. per hour; workers employed in handling or mixing manure, 1s. 3d. per hour; permanent hands, £2 12s. 6d. per week.

(b.) No deduction shall be made from the wages of permanent hands save for time lost through the worker's own default.

Exemption.

4. Head storemen are not bound by the provisions of this award.

Holidays.

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

Payment of Wages.

6. (a.) Wages, including overtime, shall be paid weekly on a day to be from time to time fixed in advance by the employer.

(b.) In the event of a worker being dismissed he shall receive all wages due to him at the time of his dismissal, or be paid for all time taken in waiting for a final settlement.

Preference.

7. (a.) In the event of any employer hereafter engaging any worker who shall not be a member of the union, and who within six days after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union who is equally qualified with the non-member to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any person 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 or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Scope of Award.

8. The operation of this award is limited to the Southland District, but shall not operate within the Boroughs of Invercargill and Bluff.

Term of Award.

9. This award shall come into force as from the 1st day of March, 1913, and shall continue in force until the 1st day of March, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 4th day of April, 1913.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendation of the Conciliation Council, which the parties agreed to accept.

W. A. SIM, Judge.