

CANTERBURY INDUSTRIAL DISTRICT.

(4454.) TIMARU GRAIN, WOOL, GENERAL PRODUCE, AND OIL AND MANURE MERCHANTS' LABOURERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury 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 Canterbury General Labourers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

British Imperial Oil Company (Limited), Timaru.
 Canterbury Farmers' Co-operative Association, Timaru.
 Crawford, E. A., and Co., Timaru.
 Dalgety and Co. (Limited), Timaru.
 Duncan, W., Timaru.
 Guinness and Le Cren, Timaru.
 Mill, J., and Co., Timaru.
 National Mortgage and Agency Company, Timaru.
 New Zealand Loan and Mercantile Agency Company, Timaru.
 Shaw, Savill, and Albion Company, Timaru.
 South Canterbury Farmers' Agency Company, Timaru.
 Turnbull, D. C., and Co., Timaru.
 Vacuum Oil Company, Timaru.

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 July, 1916, and shall continue in force until the 1st day of July, 1918, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 2nd day of October, 1916.

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

Rate of Wages.

2. (a.) All labourers employed in wool, grain, or general produce stores shall be paid not less than 1s. 3d. per hour; men when handling oil or mixing manure, 1s. 4½d. per hour.

(b.) So long as the British Empire remains in a state of war with Germany and Austria or either of them, and for three months after the declaration of peace, there shall be paid a war bonus of 1d. per hour to all workers.

(c.) Notwithstanding the foregoing clause the said war bonus may at any time during the currency of this award be continued either wholly or partially, or may be increased or terminated as the Court, on the application of any party to the award or of its own motion, may determine.

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 three 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.

Manure-sheds.

6. The firms whose present mixing sheds or floors are not any too well ventilated shall as soon as possible carry out alterations and improvements to accomplish this.

Under-rate Workers.

7. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award 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 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 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 person 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 in writing 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 Factories 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.

8. If and so long as the rules of the union 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.

9. The union agrees to appoint a representative in each shed whose duty it will be to see that the terms and conditions of this

award 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 shall be the duty of the representative to endeavour to obtain the necessary men.

Exemptions.

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

Term of Award.

11. This award shall come into force as from the 1st day of July, 1916, and shall continue in force until the 1st day of July, 1918.

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 2nd day of October, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept. It consists of a renewal of the industrial agreement made between the parties in 1914, with additional provisions as to a war bonus granted by the employers. At the hearing the Court, with the consent of the representatives of the parties, fixed the term of the award for two years definitely in order to comply with the provisions of the Act.

T. W. STRINGER, Judge.