

**(4477.) INVERCARGILL MERCANTILE STOREMEN.—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 Invercargill Mercantile Storemen's Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Carswell and Co., Invercargill.

Dalgety and Co. (Limited), Invercargill.

Henderson and Co. (Limited), Invercargill.

Mills, J. R., and Son, Invercargill.

National Mortgage and Agency Company (Limited), Invercargill.

New Zealand Loan and Mercantile Agency Company (Limited), Invercargill.

Nichol Bros., Invercargill.

Southland Farmers' Co-operative Association (Limited), Invercargill.

Ward, J. G., and Co. (Limited), Invercargill.

Watson, J. E., and Co. (Limited), Invercargill.

Wright, Stephenson, and Co. (Limited), Invercargill.

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, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 May, 1916, and shall continue in force until the 1st day of May, 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 23rd day of October, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

*Hours of Work.*

1. (a.) *Casual Labour.*—The ordinary 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 1 p.m. on one day of the week: Provided, however, that any employer may arrange with his workers to alter the above hours of starting and finishing work so long as the weekly limit of forty-five hours is not exceeded.

(b.) *Seed-cleaning, Grain Cleaning and Crushing, when working Shifts.*—A day's labour shall consist of eight working-hours irrespective of the time of starting: Provided that where shifts are not changed weekly men on night shift shall be paid at overtime rates for time worked outside the hours mentioned in clause 1 (a).

(c.) *Manure-mixing when working Shifts.*—A day's labour shall consist of eight working-hours irrespective of the time of starting, with the break of half an hour allowed for meals. Should delay occur through breakdown of machinery, which thereby detains the men on a night shift over eight and a half hours' time to enable them to put in eight hours' work, all time over eight hours and a half shall be paid at overtime rates.

(d.) *Permanent Hands.*—A week's work shall consist of forty-five hours. No deduction shall be made for statutory holidays.

*Overtime.*

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

*Rates of Wages.*

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

Class of Work.	Casuals.		Permanent Hands.	
	Rate of Pay per Hour.	Overtime Rate per Hour.	Rate of Pay.	Overtime Rate per Hour.
General store work : Seed-cleaning, grain cleaning and crushing	s. d. 1 3	s. d. 2 0	£ s. d. 2 15 0	s. d. 1 6
Mixing manures .. .. .	1 6	2 0	per week 0 1 6	2 0
Mixing manures when shifts are worked : For time worked before 8 a.m. and after 5 p.m.	1 7½	2 0	per hour 0 1 7½	2 0
Handling manures in bulk where hoists or elevators are not used	1 6	2 0	2 15 0	1 6
Handling manures in bulk where hoists or elevators are used	1 3	2 0	per week 2 15 0	1 6
Untrucking unground rock phosphate in bulk	1 6	2 0	per hour 0 1 6	2 0
Handling manures in bags where bags are carried for all members of gang working	1 6	2 0	per week 2 15 0	1 6
Handling manures where bags are not carried	1 3	2 0	per week 2 15 0	1 6
Manure stacker .. .. .	1 6	2 0	per hour 0 1 6	2 0
Rouseabout .. .. .	..	..	per week 1 0 0	..

4. Casuals working over one-quarter of an hour shall be paid half an hour's wages.

5. Casuals engaged but not put on shall be paid one hour's wages.

6. Employers shall pay wages at noon on Saturdays; payment to be made for work done up to previous Friday night.

*Holidays.*

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

*Preference.*

8. (a.) If and so long as the rules of the union permit any person of good character to become a member of such union on payment of an entrance fee not exceeding 2s. 6d., and a subsequent contribution payable monthly in advance of 3d. per week,

upon a written application of the person desiring to join the union, without ballot or other election, in such case and thereafter employers 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 at his office, or by delivering to collector appointed by the secretary at each store where labour is employed.

(b.) Employers 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 shall not be any distinction between members and non-members, and both shall work together in harmony and shall receive equal pay for equal work.

*Scope of Award.*

9. This award shall apply only to work carried on within the limits of the Borough of Invercargill.

*Term of Award.*

10. This award shall come into force as from the 1st day of May, 1916, and shall continue in force until the 1st day of May, 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 23rd day of October, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

The evidence adduced before the Court did not justify it in making any substantial alterations in the former award. The Court, however, made a slight increase in the minimum wage for permanent hands and some other minor alterations. The employers agreed that the award should be made retrospective to the 1st day of May last.

T. W. STRINGER, Judge.