

(4884.) WELLINGTON STOREMEN.—AGREEMENT *RE* ABRAHAM AND WILLIAMS (LIMITED) AND TEN OTHERS.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 1st day of March, 1918, between the Wellington United Storemen's Industrial Union of Workers (other than Employees in Retail Grocery and Soft-goods Establishments) (hereinafter called "the union") of the one part, and

Abraham and Williams (Limited),
Dalgety and Co. (Limited),
Johnston and Co. (Limited),
Levin and Co. (Limited),

Murray, Roberts, and Co. (Limited),
 New Zealand Farmers' Co-operative Distributing Company
 (Limited),
 New Zealand Loan and Mercantile Agency Company (Li-
 mited),
 G. H. Scales (Limited),
 United Farmers' Co-operative Association (Limited),
 Wairarapa Farmers' Co-operative Association (Limited),
 Wright, Stephenson, and Co. (Limited),

all of Wellington, merchants and woolbrokers (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, 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, stipulations, and provisions, but shall in all respects abide by and perform the same.

3. This agreement shall remain in force for a term of one year from the 20th day of October, 1917, and thereafter shall continue in force until superseded by another agreement or by an award made under the provisions of the said Act.

In witness whereof the parties hereto have executed these presents the day and the year before written.

THE SCHEDULE BEFORE REFERRED TO.

Hours of Work.

1. The ordinary hours of work shall be eight hours each day on five days of the week, to be worked between the hours of 8 a.m. and 5 p.m., and four hours on Saturday, from 8 a.m. to 12 noon. The meal-hour each day shall be from 12 noon to 1 p.m., but may by mutual agreement between the employer and the majority of his workers be less than one hour during the period from 1st April to 31st October in each year. The evening meal-hour shall be from 5 to 6 p.m.

Wages and Terms of Engagement.

2. (a.) Casual workers employed in the stores of the employers parties hereto shall be paid not less than 1s. 5½d. per hour.

(b.) Any work done during meal-hours shall be paid for at ordinary overtime rates, subject, however, to the provisions of clause 1 for period from 1st April to 31st October.

(c.) Permanent hands similarly employed shall be paid not less than £3 per week.

(d.) Any worker handling manure shall for the time he is so employed receive 2d. per hour in addition to his ordinary pay.

(e.) A "casual worker" is an employee who is engaged by the hour, and may be put off or leave at any moment without notice.

(f.) A "permanent hand" is a weekly employee, and not less than seven days' notice shall be given by either party of the termination of the employment.

(g.) An employer shall have the right to dismiss any permanent hand without notice on payment of one week's wages in lieu of notice.

(h.) Wages shall be paid weekly on Fridays during ordinary working-hours, except in the case of the termination of employment, when all wages due shall be paid within a reasonable time.

Overtime.

3. All time worked between 6 p.m. and 10 p.m. and 7 a.m. and 8 a.m. shall be paid for at the rate of 2s. per hour. All time worked between 10 p.m. and 7 a.m. shall be paid for at the rate of 2s. 11d. per hour. These rates also to apply to manure work. No tea-money to be paid.

Holidays.

4. The following shall be observed as full holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, and the birthday of the reigning Sovereign. Any work done on Sundays, Christmas Day, or Labour Day shall be paid for at double ordinary rates (2s. 11d.), and all work done on any of the other specified holidays or any holidays observed in lieu thereof shall be paid for at ordinary overtime rate (2s.).

War Bonus.

5. So long as the British Empire remains in a state of war, and for six months after cessation of war, there shall be paid to all workers coming within the scope of this agreement, in addition to the rates provided by clauses 2 and 3 hereof, a war bonus of 1½d. per hour.

Youths.

6. One youth may be employed in each store at the following rates of wages: Under eighteen years of age, £1 5s. per week; from eighteen to nineteen years of age, £1 10s. per week; from nineteen to twenty years of age, £1 15s. per week; from twenty to twenty-one years of age, £2 per week; and thereafter at the minimum wage.

Under-rate Workers.

7. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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; and such Inspector so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector 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 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 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.

Disputes.

8. Should any dispute arise during the currency of this agreement between the parties to this agreement the point or points in dispute shall be referred to a disputes committee, consisting of two representatives from each side, with a chairman to be mutually agreed upon. The decision of the majority of this committee shall be final and binding on all parties.

Preference.

9. Employers shall when engaging workers employ members of the union in preference to non-members, provided there are available at the time and place when and where the work is to be performed members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it.

The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award who is 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 application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

10. The terms of this award shall apply only to workers handling wool, hides, skins, tallow, hemp, manure, grain, and chaff.

This agreement to be in force as from the 20th day of October, 1917.

For the union—

[SEAL.]

1st March, 1918.

KENNETH S. GANDY, President.
A. L. MONTEITH, Secretary.
H. J. SWEENEY, Member.

ABRAHAM AND WILLIAMS (LIMITED):
A. W. CLOUSTON, Manager.

DALGETY AND CO. (LIMITED):
By its Attorney,
G. D. BENNETT.

MURRAY, ROBERTS, AND CO. (LIMITED):
A. H. MILES, Managing Director.

JOHNSTON AND CO. (LIMITED):
W. JOHNSTON, Director.

LEVIN AND CO. (LIMITED):
J. G. DUNCAN, Director.

N.Z. FARMERS' CO-OPERATIVE DISTRIBUTING COMPANY (LIMITED):
S. E. LAMBERT,
For General Manager.

GEO. H. SCALES (LIMITED):
A. S. COLLINS, for Secretary.

UNITED FARMERS' CO-OPERATIVE ASSOCIATION:
W. T. BRUNTON.

WAIRARAPA FARMERS' CO-OPERATIVE ASSOCIATION (LIMITED):
W. T. BRUNTON, Manager.

NEW ZEALAND LOAN AND MERCANTILE AGENCY COMPANY (LIMITED):
R. W. WATERHOUSE, Manager.

WRIGHT, STEPHENSON, AND CO. (LIMITED):
Per R. NICHOL, Accountant.

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.