

(5222.) INVERCARGILL WOOL, GRAIN, AND MANURE STORES  
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 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. (Limited), Liddel Street, Invercargill.

Dalgety and Co. (Limited), Tay Street, Invercargill.

Henderson and Co. (Limited), Dee Street, Invercargill.

Mills, J. R., and Sons, Spey Street, Invercargill.

National Mortgage and Agency Company (Limited), Crescent, Invercargill.

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

Nichol Bros., Esk Street, Invercargill.

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

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

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

Wright, Stephenson, and Co. (Limited), Crescent, 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 representa-

tives 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, 1919, and shall continue in force until the 30th day of June, 1920, 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 hereto set his hand, this 16th day of April, 1919.

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; weekly shifts to be interchangeable.

(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 :—

	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	1s. 5d., with war bonus 1d.	s. d. 2 0	£3 per week, with war bonus 5s. 6d.	s. d. 1 6
Mixing manures .. .. .	1s. 8d., with war bonus 1d.	2 0	1s. 8d. per hour, with war bonus 1d.	2 0
Mixing manures when shifts are worked before 8 a.m. and after 5 p.m.	1s. 8d., with war bonus 1d.	2 0	1s. 8d. per hour, with war bonus 1d.	2 0
Handling manures in bulk where hoists or elevators are not used	1s. 8d., with war bonus 1d.	2 0	£3 per week, with war bonus 5s. 6d.	1 6
Handling manures in bulk where hoists or elevators are used	1s. 5d., with war bonus 1d.	2 0	£3 per week, with war bonus 5s. 6d.	1 6
Untrucking unground rock phosphate in bulk	1s. 8d., with war bonus 1d.	2 0	1s. 8d. per hour, with war bonus 1d.	2 0
Handling manures in bags where bags are carried for all members of gang working	1s. 8d., with war bonus 1d.	2 0	£3 per week, with war bonus 5s. 6d.	1 6
Handling manures where bags are not carried	1s. 5d., with war bonus 1d.	2 0	£3 per week, with war bonus 5s. 6d.	1 6
Manure-stacker .. .. .	1s. 8d., with war bonus 1d.	2 0	1s. 8d. per hour, with war bonus 1d.	2 0
Rouseabout .. .. .	.. .. .	.. .. .	£1 per week	.. .. .

*Rates of Wages.*

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. Casual labour employed for a portion of any week shall be paid at the termination of employment.

*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, and Bluff Regatta Day shall be paid for at ordinary overtime rates.

*"Smoke-oh."*

8. In stores where smoking is prohibited ten minutes "smoke-oh" outside shall be allowed in employer's time at about midway in each working-period.

*Preference.*

9. (a.) If any employer shall hereafter engage any worker who shall not be a member of the union, and who within fourteen 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 equally qualified 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 worker 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.*

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

*Term of Award.*

11. This award shall come into force as from the 1st day of March, 1919, and shall continue in force until the 30th day of June, 1920.

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 16th day of April, 1919.

T. W. STRINGER, Judge.

## MEMORANDUM.

Some of the provisions of this award were agreed upon in Conciliation Council, and the remaining provisions were agreed upon at a conference of the parties held prior to the hearing of the dispute by this Court.

T. W. STRINGER, Judge.

---