

(5485.) BLUFF WATERSIDE WORKERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 13th day of October, 1919, between

The Bluff Waterside Industrial Union of Workers
(hereinafter called “ the union ”) of the one part, and
Mill, John, and Co. (Limited),
National Mortgage and Agency Company of New Zealand
(Limited),
New Zealand Loan and Mercantile Agency Company
(Limited),
New Zealand Shipping Company (Limited),
Nichol Bros.,
Shaw, Savill, and Albion Company (Limited),
Ward, J. G., and Co. (Limited),

all of Bluff, Merchants, Woolbrokers, &c. (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.

THE SCHEDULE BEFORE REFERRED TO.

Hours of Labour.

1. For all classes of work the ordinary hours shall be from 8 a.m. to 5 p.m., exclusive of meal-hour (from 12 noon to 1 p.m.), Monday to Friday, both inclusive. On Saturday the ordinary hours shall be from 8 a.m. to 12 noon. All other time shall be classed as overtime. No worker shall be employed for a longer period than five hours without an interval for a meal, except that the half-holiday usually allowed to permanent storemen shall remain as at the date of coming into operation of the agreement.

Overtime.

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

Rates of Wages.

3. (a.) The following shall be the minimum rates of pay per hour for all work hereafter specified:—

	Ordinary	Overtime.	
	Time.	To 10 p.m.	To 8 a.m.
	s. d.	s. d.	s. d.
For mixing, crushing, and handling manures in bags or bulk	2 0	2 6	3 0
Handling fibre, flax, wool, corn-sacks, handling and carrying grain, and general store work	1 10	2 6	3 0
Discharging coal into stores and sheds	1 11	2 6	3 0
Treating oats by sulphur process	2 0	2 6	3 0

(b.) Permanent hands shall be paid a minimum rate of £3 17s. 6d. per week with the above rates specified for overtime and manure work.

(c.) That casual engine-driver receive an additional 2s. for getting up steam for an 8 a.m. or 1 p.m. start.

(d.) That man driving, feeding, and attending one horse receive 7s. 6d. per week additional to his ordinary pay; in the case of two horses, 10s.

(e.) That there be a brakesman as well as driver on all trucks hauled in or out of stores.

Corn-sacks.

4. Handling corn-sacks in bales, not less than five men to each bale when lifting by hand.

Interval for Smoking.

5. The men to receive ten minutes for smoking at 10 in the morning and 3 in the afternoon, and at interval of two hours when working overtime. No time to be deducted on account of intervals for smoking. Smoking to be prohibited in stores except by the permission of the employer or his representative.

Men ordered down and not put on.

6. Men ordered down and not put on shall receive one hour's pay. Foreman to be definite, when ordering down, as to the hour of starting work.

Ventilation.

7. All stores where manure is mixed and handled shall have proper ventilation.

Engagement of Labour.

8. Men engaged at Bluff shall be engaged at their respective stores, as is the usual custom prevailing.

Payment of Wages.

9. Employers shall pay wages weekly on Fridays from 1 p.m. to 5 p.m., payment to be made for work done up to the previous Wednesday midnight, except on termination of the engagement, when all wages due shall be paid not later than the following day.

Casual Workers.

10. All casual workers in the Bluff stores are to be defined as "waterside-store workers."

Holidays.

11. For all work done on Sunday, Christmas Day, and Good Friday double ordinary time shall be paid, and New Year's Day, Easter Monday, King's Birthday, Labour Day, Boxing Day, union's picnic and People's Day (Invercargill Agricultural Show) at ordinary overtime rates.

Preference Clause.

12. 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 such union upon payment of an entrance fee not exceeding 5s., upon his written or verbal application to the secretary, without ballot or other election, and so to continue upon payment of con-

tributions not exceeding 6d. per week or 6s. 6d. per quarter, then in such case and thereafter the employers shall employ financial members of the union in preference to non-members, provided that 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 a sum not exceeding the entrance fee and one quarter's contributions.

Employers in 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.

When non-union labour is employed such men shall be permitted to finish the day they are first engaged for, but if they then decline to join the union they shall, at the request of the secretary of the union, be replaced by the employer with union men if available.

Under-rate Workers.

13. (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.

Term of Agreement.

14. This agreement shall operate as from 9th October, 1919, until 8th October, 1920.

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

NEW ZEALAND LOAN AND MERCANTILE AGENCY
COMPANY (LIMITED):

W. S. SCANDRETT.

NATIONAL MORTGAGE AND AGENCY COMPANY OF
NEW ZEALAND (LIMITED):

J. L. WILSON.

SHAW, SAVILL, AND ALBION COMPANY (LIMITED):

R. J. KING.

NEW ZEALAND SHIPPING COMPANY (LIMITED):

R. G. HALLAMORE, Local Manager.

J. G. WARD AND Co. (LIMITED):

R. A. ANDERSON, Managing Director.

JOHN MILL AND Co. (LIMITED):

L. W. TAYLOR, Branch Manager.

NICHOL BROS.:

Per E. A. NICHOL.

BLUFF WATERSIDE INDUSTRIAL UNION OF
WORKERS:

GEORGE EASTLAKE, President.

J. CAMERON, Secretary.

[SEAL.]

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.