

(5133.) WELLINGTON STOREMEN.—AGREEMENT WITH WILSON AND CANHAM (LIMITED) AND DAVIDSON AND CO.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 25th day of February, 1919, 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 Wilson and Canham (Limited), exporters, Thorndon Quay, Wellington, and Davidson and Co., exporters, Thorndon Quay, Wellington (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 be in force as from the 25th day of February, 1919, and shall remain in force until the 30th day of September, 1919, and shall continue in force until superseded by another agreement made under the provisions of the said Act.

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

DAVIDSON AND CO.

WILSON AND CANHAM (LIMITED):

W. NORMAN, Branch Manager.

A. MONTEITH, Secretary of the Union.

Witnessed by C. Woolley, Clerk, Wellington.

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. 6d. 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 the period from 1st April to 31st October.

(c.) Permanent hands similarly employed shall be paid not less than £3 10s. per week.

(d.) Any worker handling manure shall for the time he is so employed receive 3d. 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 the 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 immediately upon discharge; but if any worker leaves of his own accord an order upon the city office of the principal shall be deemed to be sufficient.

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. 1d. per hour; all time worked between 10 p.m. and 7 a.m. shall be paid for at the rate of 3s. 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.

All work done on Sundays, Christmas Day, Good Friday, or Labour Day shall be paid for at double ordinary rates (3s.), 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 rates (2s. 1d.).

War Bonus.

5. As from the 21st October, 1918, and until the 30th September, 1919, but no longer, there shall be paid to all casual workers coming within the scope of this agreement, in addition to the rates provided by clauses 2 and 3 hereof, a war bonus of 3d. per hour. To all permanent hands coming within its scope, in addition to the rates provided in clauses 2 and 3 hereof, a war bonus of 5s. per week shall be paid.

Overalls, &c.

6. Employers shall provide all workers employed handling manure with overalls, and those employed on hides or skins with canvas aprons and leggings. On completion of the work same to be returned to the foreman in charge.

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. (a.) If any employer shall hereafter engage any worker coming within the scope of this agreement who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, 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 coming within the scope of this agreement 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.

Scope of Agreement.

10. The terms of this agreement shall apply to all workers who are employed by the parties to this agreement and who handle wool, hides, skins, tallow, hemp, manure, grain, salt, or chaff in the wool-stores of the parties hereto.

This agreement shall not apply to any head storeman unless he is substantially employed at manual labour.

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.