

CANTERBURY INDUSTRIAL DISTRICT.

(5135.) NORTH CANTERBURY WOOL AND GRAIN STORES
EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury 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 Canterbury Builders and General Labourers, Quarry Workers, Wool and Grain Store Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Barker, N. L., Wool and Grain Merchant, Ashburton.

Canterbury (N.Z.) Seed Company (Limited), Christchurch.

Dalgety and Co. (Limited), Woolbrokers, Cathedral Square,
Christchurch.

- Friedlander Bros., Wool and Grain Merchants, Ashburton.
 Kaye and Carter, Grain-merchants, Hereford Street, Christchurch.
 Lloyd, H. A., Wool and Grain Merchant, Ashburton.
 McElrea, H. R. C., Skin and Wool Broker, Ashburton.
 Matson, H., and Co., Woolbrokers, Cashel Street, Christchurch.
 Montgomery and Co., Seed-merchants, Christchurch.
 National Mortgage and Agency Company (Limited), Woolbrokers, Hereford Street, Christchurch, and Ashburton.
 New Zealand Farmers' Co-operative Association of Canterbury (Limited), Grain-merchants, Christchurch, Rangiora, and Ashburton.
 New Zealand Loan and Mercantile Agency Company (Limited), Wool and Grain Merchants, Hereford Street, Christchurch.
 Paterson, A. S., and Co. (Limited), Grain-merchants, Cashel Street, Christchurch.
 Pratt, T. N., Wool and Grain Merchant, Moorhouse Avenue, Christchurch.
 Pyne and Co. (Limited), Woolbrokers, Cashel Street, Christchurch.
 Scott and Co., Wool and Grain Merchants, Southbridge.
 Seldon Bros., Wool and Grain Merchants, Ashburton.
 Tutton, A. P., Wool and Grain Merchant, Rangiora.
 Wright, Stephenson, and Co. (Limited), Wool and Grain Merchants, Christchurch and Ashburton.

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, 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 14th day of February, 1919, and shall continue in force until the 14th day of February, 1921, 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 22nd day of March, 1919.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. Subject to the provisions hereinafter contained as to shifts the hours of work shall be between 8 a.m. and 5 p.m. on each day except Saturday, and from 8 a.m. to noon on Saturday. One hour shall be allowed for dinner on each day except Saturday. No worker shall be employed for more than five hours without an interval for a meal.

Shifts.

2. Shifts not exceeding eight hours each day may be worked by any employer, and in that case the hours of work may be arranged by each employer to suit his own business. A crib-time of not less than half an hour shall be allowed in every shift without any deduction from the worker's pay. Work to terminate at noon on Saturday. Workers to change shifts every week.

Wages.

3. Labourers engaged in or about a grain, seed, wool, general produce, or oil store shall be paid not less than 1s. 6d. per hour.

Overtime.

4. When shifts are not worked all time worked outside the hours prescribed in clause 1 hereof, and when shifts are worked all time worked beyond the time prescribed in clause 2 hereof, shall be overtime, and shall be paid for at the rate of time and a quarter for the first three hours, time and a half for the second three hours, and double time afterwards. In any town the recognized half-holiday may be substituted for Saturday.

Holidays.

5. All time worked on the following holidays shall be paid for at the rate of time and a half: New Year's Day, Easter Monday, Labour Day, Show Day, and Boxing Day. All time worked on Sunday, Christmas Day, and Good Friday shall be paid for at the rate of double time.

Payment of Wages.

6. Wages shall be paid weekly and in cash, and when not paid in the employer's time all time exceeding fifteen minutes shall be paid for at ordinary rates.

Termination of Engagement.

7. The employer shall give a worker one hour's notice or one hour's pay in lieu of notice prior to his dismissal. Each worker shall give his employer one hour's notice that he is about to leave his employment, or shall forfeit in lieu thereof one hour's pay, to be deducted from the wages due to him. In the event of any worker being dismissed or leaving his employment all wages due to him shall immediately on application at the chief office be paid to him by his employer, and if not so paid all waiting-time shall be paid for at overtime rates.

Under-rate Workers.

8. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award 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 or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person 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 or other person 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 or other person 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.

Preference.

9. If and so long as the rules of the union shall permit any person of good character and sober habits and a competent worker

to become a member of the union upon payment of an entrance fee not exceeding 5s., upon his application, without ballot or other election, and so to continue upon paying subscriptions not exceeding 6d. per week, each employer shall employ members of the union in preference to non-members, provided there are members immediately available who are equally qualified and willing to perform the particular work.

Scope of Award.

10. This award shall operate throughout the Canterbury Industrial District, excepting that portion thereof lying south of the Rangitata River.

Term of Award.

11. This award shall come into operation as from the 14th day of February, 1919, and shall continue in operation until the 14th day of February, 1921.

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 22nd day of March, 1919.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept. As there is an award in force covering the southern portion of the industrial district it has been necessary to limit the scope of this award.

T. W. STRINGER, Judge.
