

(5858.) WANGANUI (TEN-MILES RADIUS) WOOL AND GRAIN
STORES EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Wellington 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 Wellington United Storemen's Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Abraham and Williams (Limited), Taupo Quay, Wanganui.
- Dalgety and Co. (Limited), 45 St. Hill Street, Wanganui.
- Farmers' Co-operative Organization of New Zealand (Limited), Taupo Quay, Wanganui.
- Freeman R. Jackson and Co. (Limited), 50 Ridgway Street, Wanganui.
- Hugh Roberts, Nixon Street, Wanganui East.
- Johnson and Co. (Limited), Taupo Quay, Wanganui.
- Levin and Co. (Limited), Taupo Quay, Wanganui.
- New Zealand Farmers' Co-operative Distributing Company (Limited), 7 Victoria Avenue, Wanganui.
- New Zealand Loan and Mercantile Agency Company (Limited), Taupo Quay, Wanganui.

Wanganui Harbour Board, 10 Taupo Quay, Wanganui.
 Wright, Stephenson, and Co. (Limited), 58 Taupo Quay,
 Wanganui.

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, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 from the 14th day of June, 1920, and shall continue in force until the 14th day of June, 1922, 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 2nd day of June, 1920.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. The ordinary hours of work shall be eight hours each day on five days of the week and four hours on Saturday. 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.

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. 11d. per hour.

(b.) Any work done during meal-hours shall be paid for at ordinary 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 £4 2s. 6d. per week.

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

(e.) 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.

(f.) 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.

(g.) 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. shall be paid for at the rate of 2s. 7d. per hour; all time worked between 10 p.m. and 8 a.m. shall be paid for at the rate of 3s. 10d. per hour. 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, Good Friday, Christmas Day, or Labour Day shall be paid for at double ordinary rates, and all work done on any of the other specified holidays or any holidays observed in lieu thereof shall be paid for at the rate of time and a half.

Overalls, &c.

5. Employers shall provide workers 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.

6. (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.

Heavy Goods.

7. No individual worker shall carry any bagged goods exceeding 200 lb. in weight.

Accommodation.

8. The employer shall provide dining and lavatory accommodation, together with facilities for the changing of clothes.

Notice of Overtime.

9. Notice shall be given the previous day whenever possible to an employee who is required to work overtime.

Disputes.

10. 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.

11. (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.

First-aid Outfit.

12. First-aid medical outfits shall be provided in all stores, and shall be easily accessible to all workers employed.

Tea-money.

13. If a worker is required to work after the ordinary hours for work he shall be allowed 1s. 6d. for tea-money unless a reasonable time is allowed for the worker to get his meal at home.

Exemption.

14. The Wanganui Harbour Board is bound by the provisions of this award only so far as they relate to hours of work, wages, and overtime.

Scope of Award.

15. This award shall apply to workers employed in wool and grain stores of employers carrying on business within a radius of ten miles from the Chief Post-office, Wanganui.

Term of Award.

16. This award shall come into force on the 14th day of June, 1920, and shall continue in force until the 14th day of June, 1922.

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 2nd day of June, 1920.

T. W. STRINGER, Judge.