

(10344.) OTAGO AND SOUTHLAND WAREHOUSEMEN.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, at a sitting of a Council of Conciliation held in Dunedin on the 26th day of August, 1932, between the Dunedin Amalgamated Warehousemen's Industrial Union of Workers (hereinafter called "the union") and the several employers hereinafter described :—

Adess, A., and Son, King Street, Dunedin,
Allan, Son, and McClure, corner King Street, Dunedin,
Bing, Harris, and Co., Ltd., 131 High Street, Dunedin,
Butler and Co., Ltd., 43 Water Street, Dunedin,
Carpet Importing Co., Cumberland Street, Dunedin,
Fairbairn, Wright, and Co., Moray Place, Dunedin,
Findlay and Co., Ltd., 152 High Street, Dunedin,
Gordon and Gotch, Ltd., Dowling Street, Dunedin,
Hallenstein Bros., Ltd., 20 Dowling Street, Dunedin,
Hayman, P., and Co., Stuart Street, Dunedin,
Jamieson, R., and Co., 482 Moray Place, Dunedin,
Kaiapoi Woollen Manufacturing Co., Ltd., 17 Moray Place, Dunedin,
Kempthorne, Prosser, and Co. (New Zealand Drug Co.), Stafford
Street, Dunedin,
King, F. H., and Co., 2 Princes Street, Dunedin,
Makower, McBeath, and Co., Moray Place West, Dunedin,

Mosgiel Woollen Factory Co., Ltd., 184 High Street, Dunedin,
 Paterson, J. A., and Co., Moray Place, Dunedin,
 Ross and Glendining, Ltd., 166 High Street, Dunedin,
 Rutherford's Ltd., 128 Rattray Street, Dunedin,
 Sargood, Son, and Ewen, Ltd., High Street, Dunedin,
 Wellington Woollen - manufacturing Co., Ltd., Manse Street,
 Dunedin,
 Williamson, Jeffery, Ltd., 25 Vogel Street, Dunedin,
 Wills, W. D. and H. O., Ltd., Jetty Street, Dunedin
 (hereinafter called "the employers").

TERMS OF SETTLEMENT.

Interpretation.

1. For the purposes of this agreement every person, except clerks, storemen, and packers, shall be deemed to be a warehouseman who is engaged in any capacity in connection with the reception, display, sale, or delivery of goods or orders for goods in and for the wholesale establishments of those employers who are bound by this agreement.

Hours of Work.

2. The hours of work shall not be more than forty-four per week, and shall be worked between 8 a.m. and 5.30 p.m. on five days of the week, and between 8 a.m. and noon on the day of the statutory half-holiday.

Wages.

3. The minimum rates of wages payable to warehousemen assistants shall be :—

		Per Week.		
		£	s.	d.
For the first year ..	..	0	12	6
For the second year ..	..	0	17	6
For the third year ..	..	1	2	6
For the fourth year ..	..	1	12	6
For the fifth year ..	..	2	2	6

After the fifth year an assistant shall be deemed to be a senior assistant, and shall be paid according to merit.

Overtime.

4. (a) Should any emergency or special circumstances arise necessitating working overtime for not less than one and a half hours, a reasonable sum, not exceeding 1s. 6d., shall be paid as tea-money, but no other amount.

(b) To compensate assistants for working overtime without payment employers shall allow to every assistant after twelve months'

full service twelve working-days' holidays on full pay in each year, and the employers undertake that so far as may be practicable such twelve days shall be given consecutively.

Holidays.

5. The following general holidays shall be observed in the warehouse of each employer, and assistants shall be entitled to full payment for holidays : Christmas Day, Boxing Day, 1st January, 2nd January, Anniversary Day, Good Friday, Easter Saturday, Easter Monday, Birthday of reigning Sovereign, and Labour Day.

Should any of the foregoing holidays fall on a Sunday, then the day generally observed shall be deemed to be the holiday for the purpose of this clause.

Under-rate Workers.

6. (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 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 Awards 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.

Reference.

7. (a) Each employee on leaving or being discharged from his employment shall upon request be given a reference in writing stating the position held and length of service.

(b) Original references shall be the property of the employee, and shall be returned on request.

Weekly Employment.

8. (a) The employment shall be deemed to be a weekly employment, and no deduction shall be made from the weekly wage except for time lost through the worker's sickness, default, or accident.

(b) Not less than seven days' notice shall be given by either party of the termination of the employment, but nothing in this clause shall prevent an employer from summarily dismissing a worker for wilful misconduct.

Transferring of Workers.

9. Any employer transferring a member of its staff from one town to another shall pay such worker's fare, first class, rail or boat, to the place where such worker is transferred.

Scope of Agreement.

10. This agreement shall operate throughout the Otago and Southland Industrial District.

Term of Agreement.

11. This agreement shall operate as an industrial agreement from the 1st day of October, 1932, until the 1st day of October, 1933.

Signed by Gerald Henson, R. Stuart Glendining, and James Stark, assessors for the employers.

GERALD HENSON,
R. STUART GLENDINING,
JAS. STARK.

Signed by A. C. Maclaren, W. W. Batchelor, and J. Robinson, assessors for the union.

A. C. MACLAREN.
W. W. BATCHELOR.
J. ROBINSON.
