

NEW ZEALAND (EXCEPT CANTERBURY AND WESTLAND)
WOOL, GRAIN, HIDE, AND MANURE STORES' EMPLOYEES—
AWARD

[Filed in the Office of the Clerk of Awards, Auckland]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the—

New Zealand Federated Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Association of Workers, 305 Pacific Buildings, Wellesley Street East, Auckland

Auckland United Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers, 305 Pacific Buildings, Wellesley Street East, Auckland

New Plymouth United Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers, Devon Street, New Plymouth

Wellington United Warehouse and Bulk Store Employees' (other than Drivers and Clerks) Industrial Union of Workers, Trades Hall, Wellington

Hawke's Bay United Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers, 56 Latham Street, Napier

Nelson Storemen and Packers' Industrial Union of Workers, 4 H.B. Buildings, Trafalgar Street, Nelson

Marlborough United Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers, Mowat Street, Farnham, Blenheim

Otago and Southland Wholesale Storemen and Packers' Industrial Union of Workers, Third Floor, Capitol Building, Princes Street, Dunedin

Invercargill Wholesale Storemen and Packers and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers, Trades Hall, Esk Street, Invercargill

(hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT

Abraham and Williams Ltd., Wool Brokers, Albert St., Auckland, C.1.

Bisley and Co., A. M., Merchants, Ward St., Hamilton.

Browns Mills Ltd., Seed and Grain Merchants, Durham Lane, Auckland, C.1.

Carr, Pountney and Co. Ltd., Grain Merchants, Fort St., Auckland, C.1.

Clark and Sons, George, Merchants, Ward St., Hamilton.

Common, Shelton and Co. Ltd., Merchants, Gisborne.

Dalgety and Co. Ltd., Woolbrokers, Albert Street, Auckland, C.1.

Donald, Ltd., A. B., Merchants, City Markets, Auckland, C.1.

Farmers' Co-operative Auctioneering Co. Ltd., Wool, Grain, Seed, Hide, Skin and Manure Merchants, Victoria Street, Hamilton.

Farmers' Trading Co. Ltd., Grain, Seed, and Manure Merchants, Hobson Street, Auckland, C.1.

Gisborne Sheepfarmers' Meat Co. Ltd., Merchants, Gisborne.

Jones Ltd., J., Auctioneers and Grain and Produce Merchants, Albert Street, Auckland, C.1.

Lichtenstein and Co. Ltd., E., Wool Merchants, Te Papapa.

Lichtenstein and Paykel Ltd., Hide and Skin Merchants, Anzac Ave., Auckland, C.1.

Matos and Co., Hide and Skin Merchants, Anzac St., Cambridge.

National Trading Co. Ltd., Merchants, Fort St., Auckland, C.1.

N.Z. Wool Marketing Association Scourers Ltd., Wool Scourers, Broadway Chambers, Newmarket, Auckland, SE 1.

Paterson and Co. Ltd., A. S., Grain and Seed and Produce Merchants, 101 Queen St., Auckland, C.1.

Shaw, Savill, and Albion Co. Ltd., Shipping Agents, The Strand, Parnell, Auckland, C.4.

Winstone Ltd., Frank M., Merchants, Customs Street, Auckland, C.1.

Yates and Co. Ltd., Arthur, Seed and Manure Merchants, Albert St., Auckland, C.1.

TARANAKI INDUSTRIAL DISTRICT

Farmers' Co-operative Organization Society of New Zealand Ltd., Merchants, Hawera.

Fary, J., Merchant, Eltham.

Newton King Ltd., Merchants, New Plymouth.

Wilkinson, C. A., Grain and Produce Merchant, Eltham.

WELLINGTON INDUSTRIAL DISTRICT

- Baldwin and Co. Ltd., H., Grain and Produce Merchants, 76-78 Jervois Quay, Wellington.
- Colyer Watson and Co. Ltd., Hide and Skin Exporters, Featherston St., Wellington.
- Cooper Ltd., F., Seed Merchants, Dixon St., Wellington.
- Dalgety and Co. Ltd., Woolbrokers, Featherston St., Wellington.
- De Pelichet, McLeod Ltd., Merchants, Port Ahuriri, Napier.
- Dewe Ltd., H. J., Merchant, Feilding.
- Goldingham and Beckett Ltd., Seed and Grain Merchants, Hill St., Wanganui.
- Hodder and Tolley Ltd., Grain and Produce Merchants, Palmerston North.
- Levin and Co. Ltd., Woolbrokers, Customhouse Quay, Wellington.
- New Zealand Farmers' Co-operative Distributing Co., Grain and Produce Merchants, Masterton.
- New Zealand Loan and Mercantile Agency Co. Ltd., Woolbrokers, Featherston Street, Wellington.
- New Zealand Shipping Co. Ltd., Shipping Agents, Port Ahuriri, Napier.
- Rowe and Sons Ltd., S., Grain and Produce Merchants, Eva St., Wellington.
- Tui Seed Cleaning Co. Ltd., Seed Merchants, Feilding.
- Wright, Stephenson and Co. Ltd., Woolbrokers, 34 Customhouse Quay, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

- Clouston and Co. Ltd., Merchants, Blenheim.
- Dalgety and Co. Ltd., Woolbrokers, Blenheim.
- Eckford and Co. Ltd., Merchants, Blenheim.
- N.Z. Loan and Mercantile Agency Co. Ltd., Woolbrokers, Grain and Hide and Skin Merchants, Blenheim and Picton.
- Parker and Co. Ltd., C. W., Merchants, Blenheim.

NELSON INDUSTRIAL DISTRICT

- Dalgety and Co. Ltd., Woolbrokers, Hardy St., Nelson.
- Nelson Wool and Skin Co. Ltd., Wool, Skin and Hide Merchants, Richmond.
- N.Z. Loan and Mercantile Agency Co. Ltd., Woolbrokers, Grain and Hide and Skin Merchants, Nelson.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

- Black, G., Wool and Skin Merchant, 86 Lower Rattray St., Dunedin, C. 1.
- Crawford, R. J., Skin and Hide Merchant, 34 Lower Rattray St., Dunedin, C. 1.
- Cruikshank, W. R. R., Exporter, Wool and Skin Buyer, Leet St., Invercargill.
- Dalgety and Co. Ltd., Woolbrokers, Dee St., Invercargill.
- Dalgety and Co. Ltd., Woolbrokers, Cumberland St., Dunedin.
- Darling and McDowell, Grain and Produce Merchants, Harbour St., Oamaru.
- Dunedin Wool Dumping Co. Ltd., Wool Merchants, Logan Point, Dunedin, N. 1.
- Dunedin Bag Depot Ltd., Bag and Sack Merchants, 47 Cumberland St., Dunedin.

- Gullick Bros., Merchants, Winton.
 Henderson and Company Limited, Merchants, Gore.
 Mill and Co. Ltd., John, Stevedores, 11 Crawford St., Dunedin.
 Mills and Son, J. R., Merchants, Liddell St., Invercargill.
 Mooney and Co. Ltd., J. K., Wool and Skin Merchants, 258-264 Vogel St., Dunedin.
 Murray Roberts and Co. Ltd, Wool and Grain Merchants, Crawford St., Dunedin.
 National Mortgage and Agency Co. of N.Z. Ltd., Wool and Grain Merchants and Seed Cleaning Specialists, 49 Water St., Dunedin.
 N.Z. Loan and Mercantile Agency Co. Ltd., Woolbrokers, Grain, Hide, and Skin Merchants, Invercargill.
 Nimmo and Blair Ltd., Seed Cleaning and Grain Merchants, 49 Vogel St., Dunedin.
 Oamaru Wool and Skin Buyers Ltd., Wool, Hide and Skin Merchants, Tyne Street, Oamaru.
 Southland Farmers' Co-operative Association Ltd., Wool and Grain Merchants, Crescent, Invercargill.
 Stronach, Morris and Co. Ltd., Stock and Station Agents, 111 Crawford Street, Dunedin, C. 1.
 Wallis Ltd., R. and F., Wool, Hide and Skin Merchants, Norfolk St., Gore.
 Ward and Co. Ltd., J. G., Merchants, Dee St., Invercargill.
 Waters, Ritchie and Co. Ltd., Wool, Hide, Rabbit and Sheep Skin Auctioneers, Andersons Bay Rd, Dunedin, S. 1.
 Watson and Co. Ltd., J. E., Grain, Seed, and Manure Merchants, and Woolbrokers, Tay St., Invercargill.
 White and Co. Ltd., Wool, Skin, and Hide Merchants, Roberts St., Dunedin, C. 1.
 Wright Stephenson and Co. Ltd., Wool, Grain, Hide and Manure Merchants, 188-194 High St., Dunedin, C. 1.

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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force until the 30th day of April, 1951, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 31st day of October, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Hours of Work

1. (a) Except as hereinafter provided as to shifts, the ordinary hours of work shall not exceed forty hours per week or eight hours per day, and shall be worked on five days of the week, Monday to Friday, both days inclusive, between the hours of 7.30 a.m. and 5 p.m.

(b) The day's work shall be continuous from the hour of starting, save only for intervals for meals.

(c) One hour shall be observed for meals, but, by mutual agreement between the employer and the majority of his workers, less than one hour may be observed, provided that the meal period shall be not less than half an hour. The midday meal hour shall ordinarily be between 12 and 1 o'clock.

(d) Subject to the provisions of the Factories Act, 1946, no worker shall be employed for more than five hours without an interval for a meal: Provided that when overtime is worked after 6 p.m. the tea-interval shall be allowed not later than 5 p.m.

(e) Any worker required to commence work before 6.30 a.m. shall be allowed half an hour for breakfast, between 7 a.m. and 9.30 a.m., without deduction from pay.

Wages

2. (a) Casual workers employed in stores of the employers parties hereto shall be paid not less than—

3s. 6d. per hour from the 3rd December, 1948, to the 31st May, 1949.

3s. 9d. per hour on and from the 1st June, 1949.

(b) Permanent hands similarly employed shall be paid not less than—

£6 15s. 6d. per week from the 3rd December, 1948, to the 31st May, 1949.

£7 5s. per week on and from the 1st June, 1949.

(c) Any worker mixing manures, or treating grain with agrosan or ceresan, or bagging manures by hand, shall for the time he is so employed receive 4d. per hour in addition to his rate. A minimum of one hour shall be paid for.

(d) Workers whilst engaged on, or in connection with, crushing, grinding, cleaning, or mixing machines, and/or mixing grass seed or mash by hand, shall be paid 3d. per hour in addition to the rates prescribed in subclauses (a) and (b) hereof.

(e) Workers whilst engaged upon classing rabbit-skins or wool shall be paid 5d. per hour extra in addition to the rates prescribed in subclauses (a) and (b) hereof.

(f) Workers whilst engaged in handling hides or green skins shall be paid 1½d. per hour in addition to the rates prescribed in subclauses (a) and (b) hereof. Workers whilst classing or grading hides or deer-skins or sheep-skins shall be paid 3½d. per hour in addition to the rates prescribed in subclauses (a) and (b) hereof.

(g) Workers whilst engaged pressing wool or skins by hand shall be paid 1d. per hour in addition to the rates prescribed in subclauses (a) and (b) hereof.

(h) (i) "Head storeman" is a storeman in charge of other workers. If in charge of two or more workers other than casuals, and up to five such workers, he shall be paid 10s. per week extra. If in charge of over five workers, he shall be paid £1 per week extra.

(ii) In the case of a worker other than a head storeman being placed in charge of, and responsible for giving instructions to, casual storemen up to ten in number, he shall be paid 5s. per week extra; if in charge of more than ten casuals, he shall be paid 10s. per week extra.

(iii) In stores where one storeman is employed who is responsible for all inward and outward goods, he shall be paid not less than 3s. 6d. per week above the rate specified in subclause (b) of clause 2 hereof.

(i) No deduction shall be made from the weekly wage except for time lost through the worker's sickness, accident, or default.

Conditions

3. (a) Any work done during meal-hours shall be paid for at overtime rates.

(b) A "casual worker" is a worker who is engaged by the hour. One hour's notice of termination of employment shall be given by either side. Notwithstanding the foregoing, a casual worker may be dismissed for misconduct without notice.

(c) A "permanent hand" is a weekly worker, and not less than one week's notice shall be given by either party of the termination of the employment: Provided, however, that this shall not prevent an employer from summarily dismissing a worker for misconduct or other good cause.

(d) Piecework is prohibited.

(e) Wages shall be paid weekly, not later than Thursday, and during ordinary working-hours, except in the case of the termination of the 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 shall be deemed sufficient.

(f) Any casual employed up to 5 p.m. on any day, unless notified of the termination of his employment, shall upon attendance next day be entitled to three hours' work or pay in lieu thereof.

Overtime

4. (a) All time worked in excess or outside of the daily hours fixed in clause 1 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that all work done between 10 p.m. and 6.30 a.m. shall be paid for at double time rates.

(b) When a worker is ordered back to work overtime after the meal interval a minimum of two hours shall be paid for. On Saturday the minimum payment shall be for three hours' overtime. For work done on Sundays or any holiday mentioned in clause 5 hereof a minimum of four hours shall be paid for.

(c) The overtime rate for Eckford and Company between the hours of 10 p.m. and 5 a.m. shall be 5s. 9d. per hour; all other overtime, time and a half.

(d) Any worker having worked all day and night until the ordinary time of starting next day, and being required to continue working on into the next day, shall be paid double time for all time so worked.

(e) Any worker having worked all day and having continued to work after midnight shall be given eight hours off or paid double time for all time worked on the second day.

(f) The employer shall provide free transport or pay the worker's reasonable fare to or from the worker's home, as the case may be, when a worker (other than a shift-worker) is required to commence or cease working overtime at a time when the public transport ordinarily used by him in travelling to or from his work with that employer is not available.

Holidays

5. The following shall be the recognized holidays in the undermentioned areas respectively:—

- (1) Northern Industrial District (except Gisborne Judicial District): New Year's Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Christmas Day, and Boxing Day.
- (2) Gisborne Judicial District: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Christmas Day, and Boxing Day: Provided, however, that should any of the foregoing days be not generally observed as a holiday another day may be substituted in lieu thereof by mutual agreement between the employers and the local union concerned.
- (3) Taranaki Industrial District: New Year's Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day.
- (4) Wellington Industrial District: New Year's Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day: Provided that in the Hawke's Bay Provincial District Show Day may be observed in lieu of Anniversary Day.
- (5) Marlborough Industrial District: New Year's Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day.
- (6) Nelson Industrial District: New Year's Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and the first Monday in August.

- (7) Otago and Southland Industrial District (excluding that portion thereof comprised in the former province of Southland): New Year's Day, Good Friday, Easter Monday, Anniversary Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day: Provided, however, that by mutual agreement between the employers and the local union a "union picnic-day" may be substituted for any of the foregoing holidays.
- (8) Otago and Southland Industrial District (excluding that portion thereof comprised in the former province of Otago): New Year's Day, 2nd January, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

In all areas mentioned the following general provisions shall apply:—

Time worked on Sundays or Anzac Day or any of the holidays specified in this clause or on any day observed in lieu thereof shall be paid for in accordance with the provisions of the Factories Act, 1946.

The provisions of the Factories Act, 1946, relating to payment for holidays shall apply to workers coming within the scope of this award.

In the event of a holiday, other than Anzac Day, falling on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

Annual Holidays

6. (a) Subject to the provisions of the Annual Holidays Act, 1944, each worker shall be given an annual holiday of two weeks on full pay: Provided, however, that after ten years' continuous service with the same employer each worker shall be given an annual holiday of three weeks on full pay; the qualifying date for the commencement of this provision shall be 1st July, 1939.

(b) Such holidays shall be in addition to the holidays mentioned in clause 5 of this award.

(c) For less than twelve months' service such holidays shall be given in proportion to length of service.

(d) Reasonable notice shall be given each worker before the time of the commencement of the annual holidays which shall be given within six months from the time they become due.

(e) Workers entitled to holidays shall be paid all wages due, including the holiday period, prior to the commencement of the holidays.

Overalls

7. (a) Employers shall provide all workers handling manure, or operating machines for mixing mash, with overalls, and those employed on green and salted skins with overalls, canvas aprons, and leggings or a suitable substitute, and, where necessary, those employed in hide-stores with gumboots or clogs. When rebranding wool and making and handling wire bands, workers shall be supplied with overalls and gloves. All overalls, aprons, leggings, gumboots, clogs, and gloves shall remain the property of the employer, and on completion of the work shall be returned to the foreman in charge.

(b) Female workers handling greasy wool shall be provided with smocks which shall be returned to the foreman or forewoman at the termination of employment.

Employment of Youths

8. (a) Youths may be employed at not less than the following rates:—

	Payable from 3rd Dec., 1948, to 31st May, 1949.	Payable on and from 1st June, 1949.	
	Per Week.	Per Week.	
	£ s. d.	£ s. d.	
Under 17 years of age ..	2 6 0	2 10 6	
17 to 17½ years of age ..	2 12 6	2 17 6	
17½ to 18 years of age ..	3 0 0	3 5 0	
18 to 19 years of age ..	3 11 0	3 17 6	
19 to 20 years of age ..	4 3 0	4 10 0	
20 to 21 years of age ..	4 18 0	5 7 6	

(b) The proportion of youths shall not be more than one to every four adult workers or fraction of four, except in the case of rabbit-skin stores, where it shall not be more than one youth to every two adult workers or fraction of two.

Heavy Goods

9. (a) No individual worker shall be required to carry any bagged goods exceeding 180 lb. net in weight.

(b) No worker shall be called upon to load on to hand trucks any dumped wool without the assistance of another worker.

(c) No youth under the age of eighteen years shall be required to lift or carry unassisted, any weight over 70 lb. or to handle or truck dumps of wool or to press wool or to stack bales of wool by hand or to truck any packages exceeding 180 lb. net in weight.

Accommodation

10. The employer shall provide an adequate and satisfactory dining room and lavatory accommodation, also a separate room for changing clothes. He shall also provide hot and cold water for washing. He shall provide facilities for boiling water at meal-times. In hide stores reasonably efficient facilities to the approval of the Inspector of Awards shall be provided for drying clothes. He shall provide an adequate supply of towels and soap.

When females are employed, the employer shall provide separate accommodation; an adequate supply of clean towels and soap shall also be provided by the employer, and an adequate supply of toilet paper.

Notice of Overtime and Meal-money

11. When workers are ordered back to work after 6 p.m. and/or after 1 p.m. on Saturday or on Sunday or on any award holiday the employer shall provide meals or pay each worker 2s. 6d. to enable him to obtain a meal unless such worker has been notified on the previous day that he will be required to work overtime.

Stacking Bales of Wool

12. (a) When workers are engaged stacking bales of wool by hand three bales high and over, not less than five adult storemen shall constitute the gang.

(b) When workers are block stacking dumped wool not less than three adult workers shall be engaged on top of the stack. This provision shall not apply when a forked hoist is in use.

First-aid Chest

13. A suitable first-aid medical outfit shall be provided and maintained in all stores and shall be at all times accessible to each worker employed.

Disputes Committee

14. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Court. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Shifts

15. When shifts are worked at seed-cleaning, grain-cleaning, dressing and crushing, and mixing manure outside the hours prescribed in clause 1 hereof, eight hours shall constitute the shift and forty hours the week's work, for which payment shall be made at the rate of £7 6s. per week from the 3rd December, 1948, to the 31st May, 1949, and £7 15s. 6d. per week on and from the 1st June, 1949. All time worked in excess of the shift shall be paid for at the rate of time and a half for the first three hours and double time thereafter. A crib-time of not less than half an hour shall be allowed in each shift without any deduction from the worker's pay. This clause shall apply only when a full week's shift is worked.

Basic Slag

16. Workers employed at carrying or handling basic slag or North African phosphate or Ephos shall be paid for the time actually employed thereat at the rate of 4d. per hour in addition to the ordinary rates of wages prescribed by this award. This amount shall not be payable unless the aggregate time occupied at such work in any one day amounts to one hour or more.

Right of Entry

17. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any worker, but not so as to interfere unreasonably with the employer's business.

Notification

18. The employer shall notify the union of the name of each new worker within seven days of his engagement.

Rest Period

19. For day-workers a rest period of ten minutes shall be allowed each morning and afternoon. Workers employed for more than two and a half hours consecutively on overtime shall be allowed a ten minute rest interval at the end of each two consecutive hours. Shift-workers shall be allowed two rest periods of ten minutes in each shift in addition to half an hour's crib-time.

Workers to be Members of Union

20. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers

21. (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 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.

Copy of Award

22. The employer shall keep at all times a printed or typewritten copy of the award affixed in some conspicuous place at or near the entrance to his store or warehouse, in such a position as to be easily read by the persons employed therein.

Application of Award

23. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this

award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award

24. (a) This award shall apply to all workers who are substantially employed on duties specified herein by parties to this award in stores where wool and/or hides, skins, tallow, hemp, manure, hops, grain, seeds, potatoes, salt, chaff, or flour are handled, and shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, and Otago and Southland Industrial Districts.

(b) For the purpose of this award a storeman shall be deemed to be any worker of either sex employed at any of the duties specified herein and/or any work usually performed by storemen and packers employed by parties to this award.

Term of Award

25. This award, in so far as the provisions of subclauses (a) and (b) of clause 2 and clauses 8 and 15 relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 3rd day of December, 1948, and so far as all other provisions of the award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of April, 1951.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 31st day of October, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The principal matters settled by the Court were as follows: Wage rates (clause 2 (a) and (b) and clauses 8 and 15), additional rates for certain classes of work (clause 2 (c), (d), (e), (f), (g), and (h)), overtime (clause 4 (f)), holidays, rate for handling basic slag, &c., and term of award including the operative date of provisions relating to rates of wages.

In compliance with the direction of the Legislature contained in section 89 (8) of the Industrial Conciliation and Arbitration Act, 1925, as amended by section 21 of the Statutes Amendment Act, 1948, certain rates of wages have been made to take effect from the 3rd December, 1948.

A. TYNDALL, Judge.