

(2147.) DUNEDIN CHEMICAL-MANURE WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendment; and in the matter of an industrial dispute between the Otago and Southland Chemical-manure Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Christchurch Meat Company (Limited), Burnside.

Dalgety and Co., Dunedin.

Kempthorne and Prosser, New Zealand Drug Company (Limited), Dunedin.

National Mortgage and Agency Company (Limited), Dunedin.

Nimmo and Blair, Dunedin.

New Zealand Loan and Mercantile Company (Limited), Dunedin.

Wright, Stephenson, and Co. (Limited), Dunedin.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and the agreement arrived at by the parties, and in order to give effect to the application of all the parties that the terms and conditions agreed to be embodied in this award, 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 does further order that this award shall take effect from the 1st day of August, 1910, and shall continue in force until the 1st day of August, 1913.

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 12th day of August, 1910.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

1. (a.) The week's work for works at Burnside shall consist of 48 hours, of which 8 hours and 44 minutes may be worked on each of the first five working-days, and 4 hours and 20 minutes on Saturday. Forty minutes shall be allowed for dinner.

(b.) For other employers the week's work shall consist of 48 hours, of which not more than 8 hours and 40 minutes may be worked on each of the first five working-days, and not more than 5 hours on Saturday. Not less than 40 minutes to be allowed for dinner, Saturday excepted.

(c.) Where continuous shifts are worked, each shift shall consist of 8 hours, including crib-time (crib-time not to be more than 15 minutes). When an extra shift is worked, such as a night shift, the same shall consist of 9 hours, including 1 hour for a meal, the time of starting work to be fixed for the convenience of the business.

Wages.

2. The wages paid to workers employed in and about chemical-manure works shall be at the rate of not less than 1s. per hour. The wages shall be paid weekly or fortnightly.

Overtime.

3. All time worked beyond the hours hereinbefore mentioned shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first three hours, and thereafter at the rate of time and a half. Double time shall be paid for work done on Sundays, Good Friday, and Christmas Day; on all other holidays the overtime rate shall be time and a quarter for the first three hours, and time and a half afterwards. This clause shall not apply to men on continuous shifts till more than eight hours have been worked.

Holidays.

4. The following shall be the recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, the King's Birthday, Christmas Day, and Boxing Day. Employees shall not be entitled to payment in respect of holidays unless they shall work on such holidays.

Employment of Youths.

5. Employers may employ youths (not to exceed twenty years of age) at not less than the following rates of wages—that is to say, during the first year, £1 per week; during the second year, £1 10s. per week; and thereafter the minimum prescribed by this award. The number of youths shall not exceed one to each three or fraction of first three adult workers.

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 Inspector of Awards for this district, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or 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 person may 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 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 the employer before employing a worker at such lower wage to examine the permit or agreement by which such wage is fixed.

Preference.

7. (a.) If and so long as the rules of the union will permit any person of good character and sober habits, without ballot or other election, to become and remain a member of the union upon written or personal application, on payment of an entrance fee not exceeding 5s., and upon subsequent payment not exceeding 2s. per month, then members of the Otago and Southland Chemical-manure Workers' Industrial Union of Workers shall be employed in preference to non-members, provided that there are members of the union equally competent with non-members to perform the particular work required to be done, and ready and willing to undertake it.

(b.) The union shall keep at the office of the Burnside Works a book to be called the "employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment. Such book shall be open to every employer, without fee or charge, at all hours between 8 a.m. and 5 p.m. on every working-day excepting Saturday, and on that day between 8 a.m. and noon. If the union shall fail to keep such em-

ployment-book in a manner prescribed by this clause, any employer may in such case and so long as such failure shall continue, employ any person, whether a member of the union or not, to perform the work required to be done.

8. No employer shall discriminate against members of the union, nor in the engagement or dismissal of his hands or in the conduct of his business do anything for the purpose of injuring the union, whether directly or indirectly.

9. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony, and shall receive equal pay for equal work.

Matters not provided for.

10. Any matter not provided for in this award shall be arranged between the management and the executive of the union, and in the event of their being unable to agree the matter shall be referred to the Inspector of Awards, whose decision shall be final.

Scope of Award.

11. This award shall apply only to employers carrying on business within a radius of ten miles from the Chief Post-office in the City of Dunedin.

Term of Award.

12. This award shall come into force on the 1st day of August, 1910, and shall continue in force until the 1st day of August, 1913.

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 12th day of August, 1910.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies, without alteration, the agreement of the parties.

W. A. SIM, Judge.
