

**(2182.) WESTFIELD CHEMICAL-MANURE WORKERS.—AWARD.**

In the Court of Arbitration of New Zealand, Northern 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 Westfield Chemical - manure Makers' Industrial Union of Workers (hereinafter called "the union") and the New Zealand Drug Company (Limited), (Kempthorne, Prosser, and Co.), (hereinafter called "the employers").

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 employer, 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 employer, 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 employer 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 1st day of September, 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 7th day of October, 1910.

W. A. SIM, Judge.

SCHEDULE.

*Hours of Labour.*

1. The weeks' work shall consist of forty-eight hours, of which eight hours and forty minutes shall be worked on each of the five working-days, and four hours and forty minutes on Saturday. One hour shall be allowed for dinner. Where shifts are worked, each shift shall consist of eight hours, including crib-time (crib-time not to be more than fifteen minutes). Where an extra shift is worked, such as a night shift, same shall consist of nine hours, including one hour for a meal, the time of starting work to be fixed for the convenience of the business. All pitmen, trollymen, and mixers shall cease work at 5 p.m. sharp on the five full days of the week, provided the pit is emptied and mixing completed.

*Wages.*

2. Adult workers shall be paid not less than 1s. per hour for day-work and not less than 1s. 0½d. per hour for night-work. "Night-work" to be defined as work other than that worked by continuous shifts—i.e., seven days in the week.

*Holidays.*

3. The following shall be the recognized holidays: New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Labour Day, birthday of reigning sovereign, Christmas Day, and Boxing Day. Employees shall not be entitled to payment in respect of holidays unless worked, as provided in clause 4.

*Overtime.*

4. All time worked before 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; after that, time and a half shall be paid. 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—*i.e.*, seven days in week—till more than eight hours have been worked.

*Under-rate Workers.*

5. Any worker who from any incapacity may be unable to earn the minimum wage herein prescribed may be paid such wage as may be agreed upon from time to time in writing by a committee consisting of the employers and two members of the union. In the event of this committee failing to come to an agreement, then the rate shall be fixed by the Inspector of Awards, upon twenty-four hours' notice in writing being given by such workman to the secretary of the union, and such secretary, as well as the employer, if he so desires, shall be entitled to be heard by such Inspector upon such application.

*Carrying.*

6. The carrying of all material arriving by rail in quantities of 100 tons or over in packages of over 150 lb. weight shall be paid for at 1s. 0 $\frac{3}{4}$ d. per hour, such sum not to be in addition to the rate of wages hereinbefore provided for.

*No Discrimination.*

7. The employer shall not in the employment or dismissal of hands discriminate against members of the union, nor in the conduct of the company's business do anything for the purpose of injuring the union, directly or indirectly. When members of the union and non-members are employed together they shall work together in harmony, and shall receive equal pay for equal work.

*Preference.*

8. The company shall have a free hand in the engagement of the employees, but each employee shall within fourteen days of his engagement be required by the company to become a member of the Westfield Chemical-manure Workers' Union, and shall remain a member of the said union as long as he is in the employ of the company.

*Matters not provided for.*

9. 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 Conciliation Commissioner for the district, whose decision shall be final.

*Term of Award.*

10. This award shall come into force as from the 1st day of September, 1910, and shall remain 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 said Court hath hereunto set his hand, this 7th day of October, 1910.

W. A. SIM, Judge.

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MEMORANDUM.

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

W. A. SIM, Judge.

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