

(4071.) DUNEDIN CHEMICAL-MANURE AND TALLOW 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 amendments; and in the matter of an industrial dispute between the Otago Freezing, Chemical-manure, Tannery, Soap Workers, and Allied Trades' (other than Slaughtermen) Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Dalgety and Co. (Limited), Dunedin.

National Mortgage and Agency Company (Limited), Dunedin.

New Zealand Drug Company (Limited), Dunedin.

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

Nimmo and Blair, Dunedin.

Otago Co-operative Tallow and By-products Company, 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 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 12th day of July, 1915, and shall continue in force until the 1st day of January, 1917, 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 19th day of June, 1915.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

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

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

(c.) Where continuous shifts are worked each shift shall consist of eight hours, including crib-time (crib-time not to be more than fifteen minutes). When an extra shift is worked, such as a night shift, the 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.

Wages.

2. The following shall be the minimum rate of wages to be paid respectively to the special class of workers, that is to say,—

- (a.) Chemical-manure and tallow department, 1s. 2d. per hour.
- (b.) Acid workers, 1s. 2d. per hour.

Casual Hands.

3. Workers employed in handling manures or chemicals for any less period than two continuous weeks shall be paid 1d. per hour in addition to the before-mentioned rates.

Overtime.

4. 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 two 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 half. This clause shall not apply to men on continuous shifts till more than eight hours have been worked.

Holidays.

5. The following shall be the recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Saturday and Easter Monday, Labour Day, 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. One week's holiday each year on full pay for each complete year of service shall be allowed to men working on continuous shifts in lieu of the above-mentioned holidays.

Employment of Youths.

6. 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 2s. 6d. per week; during the second year, £1 12s. 6d. per week; and thereafter the minimum rate 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.

7. (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.

Preference.

8. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen 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 award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

General Provisions.

9. (a.) Gloves and gum boots shall be supplied to acid and other workers when deemed necessary by the employers.

(b.) If on any day the worker is ordered to start work and the work is done in less than one hour, nevertheless he shall be paid as if he had worked one hour.

(c.) Men working in heated superpits shall not be taken out after half past 4 to load or cover trucks. If this is necessary they shall be allowed fifteen minutes to cool down.

(d.) Goggles shall be allowed men working amongst or handling sulphur.

Exemption.

10. The provisions of this award shall not apply to the regular weekly employees of the parties hereto (other than the New Zealand Drug Company (Limited) and the Otago Co-operative Tallow and By-products Company), but shall apply to all other workers employed by such parties substantially in the handling of manures.

Matters not provided for.

11. 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, with right of appeal to the Arbitration Court.

Term of Award.

12. This award shall come into force on the 12th day of July, 1915, and shall continue in force until the 1st day of January, 1917.*

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 19th day of June, 1915.

T. W. STRINGER, Judge.

 MEMORANDUM.

The reasons for this award will be found in the memorandum to the Westfield Chemical-manure Workers' award.

T. W. STRINGER, Judge.