

(4077.) 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 Workers' Industrial Union of Workers (hereinafter called "the union") and the New Zealand Drug Company (Limited), (hereinafter called "the employer").

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 the employer by its 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 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 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 shall consist of forty-eight hours, of which eight hours and forty minutes shall be worked on each of the five working-days from Monday to Friday inclusive, and four hours and forty minutes on Saturday. One hour shall be allowed for dinner.

(b.) 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, the same shall consist of nine hours, including one hour for a meal, the time for 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. (a.) The minimum rate of wages to be paid to all chemical-manure workers and acid workers for day-work shall be 1s. 2d. per hour.

(b.) Workers on extra shifts shall be paid 1d. per hour additional to the foregoing rate.

(c.) Wages shall be paid on Friday of each week, and not later than 5 p.m., payment to be made for all work up to 5 p.m. the last preceding Wednesday.

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 rate.

Holidays.

4. (a.) The following shall be the recognized holidays: New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, the reigning Sovereign's birthday, Labour Day, Christmas Day, and Boxing Day.

(b.) Seven days' holiday on full pay for each complete year of service shall be allowed to men on continuous shift work in lieu of the above-mentioned holidays.

Overtime.

5. (a.) All time in excess of the hours provided in clause 1 hereof shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first two hours and time and a half thereafter. Double time shall be paid for work done on Sunday, New Year's Day, Christmas Day, and Good Friday. On any other holidays time and a half shall be paid.

(b.) On Christmas Eve and New Year's Eve all work shall cease at 5 p.m. sharp, except in cases of emergency or when a truck or trucks are partially loaded or unloaded at 5 p.m., such loading or unloading to be completed not later than 5.30 p.m.

(c.) This clause shall not apply to men on continuous shifts—*i.e.*, seven days in the week—until more than eight hours have been worked per shift.

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 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 send 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.

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 its 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 employer shall have a free hand in the engagement of 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 so 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.

General.

10. (a.) Gloves and gum boots shall be supplied to acid workers when deemed necessary by the employer.

(b.) If on any day the worker is ordered to start work, and the work done is less than one hour, 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 trucks. In any case fifteen minutes shall be allowed to cool down after being taken out.

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

(e.) No work shall be done on Easter Saturday except in cases of emergency, which shall be determined by the works-manager.

Term of Award.

11. 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 only substantial question submitted to the Court in this dispute was as to the minimum rate of wages. After careful consideration of the evidence submitted at the hearings in Dunedin and Auckland the Court has fixed the minimum rate at 1s. 2d. per hour, which, although a substantial increase upon the minimum rate fixed by the last award of the Court in this industry, is 1d. per hour less than the rate fixed by the award made in a similar industry in Christchurch in April last. In fixing the rate in Christchurch at 1s. 3d. per hour the Court did so for the purpose of bringing the wages into conformity with those paid for similar work by the meat-freezing companies in Canterbury, as embodied in the industrial agreement entered into between those companies and the workers. The evidence adduced in Dunedin and Auckland has satisfied the Court that there is no strict analogy between employment of workers by freezing companies in connection with this industry and by companies and firms who are solely engaged in the industry. In the former case the employment is of a seasonal character, while in the latter it is practically continuous. It has also been proved to the Court that companies and firms engaged in the industry are subject to competition from foreign manufacturers, against whom they are not protected by the Customs tariff, and that the landed cost of many of the raw materials of the commodities produced has increased substantially. In these circumstances, and having regard to the fact that the average wage earned by the workers was at least a fair living-wage, the Court did not feel justified in imposing any further burden upon the industry than is involved in the increase before mentioned.

Mr. McCullough does not agree with the rate fixed as above, as he thinks that, having fixed the rate at 1s. 3d. for Canterbury, that rate ought to be adhered to in other districts.

T. W. STRINGER, Judge.

* Section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.