

(5477.) NORTHERN INDUSTRIAL DISTRICT CHEMICAL-MANURE
AND ACID 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 Messrs. Kempthorne, Prosser, and Co.'s 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 3rd day of November, 1919, and shall continue in force until the 31st day of December, 1920, 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 27th day of October, 1919.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work

1. (*a.*) A week's work shall consist of forty-eight hours, of which eight hours forty minutes shall be worked on each of the five working-days from Monday to Friday inclusive, and four hours 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 exceed 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 of starting work shall be fixed for the convenience of the business. All supermixers may cease work at 5 p.m. sharp on the five full days of the week and 12 noon on Saturday, provided the den is emptied and the 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. 4½d. per hour; chambermen, 1s. 6d. per hour.

(*b.*) Workers on extra shifts shall be paid 1d. per hour in addition to the foregoing rates.

(*c.*) In addition to the rates above mentioned there shall be paid to all the workers above mentioned a bonus of 2½d. per hour unless and until the Court shall otherwise order.

Payment of Wages.

3. Wages shall be paid on Friday of each week and not later than 5 p.m. Payment shall be made for all work done up to 5 p.m. on the Wednesday preceding.

Holidays.

4. The following shall be the recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Saturday, 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 shall be allowed to men working on continuous shifts in lieu of the above-mentioned holidays. For less than twelve months' service such holidays shall be allowed *pro rata*.

Overtime.

5. (a.) All time worked in excess of the hours provided for in clause 1 hereof shall be considered overtime, and shall be paid for at the rate of time and a half for the first three hours and double time 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 case 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, or to extra shifts, which may start on Sunday night at 10 p.m., except when overtime is worked by arrangement among the workers for the purpose of changing shifts.

(d.) When a continuous shift-worker is relieved by another worker for one Sunday only the relief man shall be paid double time for such Sunday work.

(e.) In computing payment for overtime under this clause the bonus before mentioned shall be excluded from the computation.

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 per-

manent 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.

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 his 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 seven 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 may 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 Provisions.

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

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

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

(d.) Proper provision shall be made for dining and dressing accommodation and for drying wet clothes. The employer shall be held responsible for the room being kept clean each day.

(e.) Lavatory accommodation shall be cleaned at least twice a week.

Term of Award.

11. This award shall come into force on the 3rd day of November, 1919, and shall continue in force until the 31st day of December, 1920.

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 27th day of October, 1919.

____ T. W. STRINGER, Judge.

MEMORANDUM.

The only substantial question left unsettled in this dispute at the Conciliation Council was as to the rates of wages, and these have been fixed by the Court.

T. W. STRINGER, Judge.
