

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(8326.) NORTHERN INDUSTRIAL DISTRICT 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 Te Papapa Chemical-manure Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Kempthorne, Prosser, and Co.'s New Zealand Drug Company (Limited), Auckland.

New Zealand Farmers' Fertilizer Company (Limited), Auckland.
Wright, Stephenson, and Co. (Limited), Auckland.

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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 5th day of October, 1925, and shall continue in force until the 5th day of October, 1927, 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 affixed, and the Judge of the Court hath hereunto set his hand this 22nd day of September, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) A week's work shall consist of forty-four hours, of which eight shall be worked on each of the first five working-days of the week, from Monday to Friday inclusive, and four hours on Saturday.

(b.) The time and duration of the lunch interval may be altered on any day by agreement between the employers and workers without payment of overtime: Provided that the forty-four hours' work in any week shall not be exceeded: Provided further that the lunch interval shall be not less than one half-hour.

(c.) 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.

Wages.

2. (a.) The minimum rate of wages to be paid to all chemical-manure and acid workers for day-work shall be 1s. 10½d. per hour; chambermen, 2s. per hour or fraction thereof, if any. Fractions of an hour shall be not less than fifteen minutes.

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

(c.) Workers engaged in discharging shipments of sulphur shall be paid 3d. per hour in addition.

(d.) Workers engaged on extra shifts for despatch work shall be paid 1s. per shift extra.

Payment of Wages.

3. Wages shall be paid on Friday of each week. Payment shall be made for all work done up to 5 p.m. on the Wednesday preceding. Wages shall be paid during working-hours.

Holidays.

4. The following shall be the recognized holidays: Anniversary Day, New Year's Day, 2nd January, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, Christmas Day, and Boxing Day. Employees shall not be entitled to payment for holidays unless they shall work on such holidays. Ten days' 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 four hours and thereafter double time. Double time shall be paid for work done on Sunday, New Year's Day, Christmas Day, and Good Friday. On any other holiday time and a half shall be paid.

(b.) On Christmas Eve and New Year's Eve all work shall cease at 4 p.m. sharp, except in cases of emergency, when overtime rates shall be paid.

(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.) When workers are required to work overtime after 6 o'clock p.m., and have not been notified the night previous, a suitable meal, consisting of at least bread, butter, meat, cheese, with tea, coffee, or cocoa, shall be provided by the employer. In lieu of such a meal 1s. 6d. shall be allowed to each worker.

No Discrimination.

6. The employers shall not, in the employment or dismissal of hands, discriminate against members of the union, nor in the conduct of their 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 in harmony and shall receive equal pay for equal work.

Preference.

7. 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 union, and shall remain a member of such union as long as he is in the employ of the company.

Interpretation.

8. Any matter incidental to or arising out of this award shall be determined by a committee consisting of one representative appointed by each party to this award. In the event of no agreement being arrived at the matter shall be referred to the Conciliation Commissioner for the district, whose decision shall be final.

General Provisions.

9. (a.) Gloves and gum-boots shall be supplied to workers when mutually deemed necessary.

(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 or stockinette shall be allowed men working amongst or handling sulphur.

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

(e.) Lavatory accommodation shall be cleaned out every day.

(f.) Facilities for boiling water shall be provided in a convenient place at each works for the purpose of making tea.

(g.) Suitable bathing-accommodation shall be provided; both hot and cold water shall be laid on.

(h.) A covered bicycle-stand shall be provided at each works. Employees shall be held responsible for their own bicycles.

(i.) An interval of ten minutes for "smoke-oh" shall be allowed morning and afternoon to workers engaged loading or unloading mineral and sulphur.

(j.) Workers shall be supplied with respirators when mutually deemed necessary.

Under-rate Workers.

10. (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 Awards 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.

Scope of Award.

11. This award shall apply only to the parties mentioned herein and to such other parties in the Northern Industrial District as the Court may hereafter by special order add.

Term of Award.

12. This award shall come into force on the 5th day of October, 1925, and shall continue in force until the 5th day of October, 1927.

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 22nd day of September, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

There was a question between the parties in regard to the provisions of clauses 4 and 5, as contained in the recommendations of the Conciliation Council. We have, however, adopted these clauses in the form in which the Conciliation Commissioner, in a special memorandum on the matter, reported that they were finally agreed on. The principal matter in dispute related to wages. These were agreed upon by the parties when the matter was before the Court in 1924, but the union now asks for substantial increases. The work is unskilled, and unpleasant conditions are compensated for to some extent by the continuous nature of the employment. In view, however, of a new standard having been decided on for unskilled workers, and of all the conditions under which the work is performed, a majority of the Court has decided to increase the rates of remuneration by $\frac{1}{2}$ d. per hour. This, it is thought, places the workers affected by this award in their proper relative position in regard to other workers in somewhat similar occupations.

Mr. Scott is of the opinion that an increase should not have been granted, and records the following dissent:—

“I do not agree with the other members of the Court that these workers are entitled to an increase in wages on this occasion. My reasons for disagreement are as follows:—

“1. When the employers agreed to increase the rate for chemical-manure workers last year from 1s. 9d. to 1s. 10d. per hour they met the workers in a liberal spirit.

“ 2. The respective rates payable to chemical-manure workers and general labourers have for years borne a close relationship to one another. What unpleasantness there is on the one hand is more than set off by the constant work, under cover, on the other hand. I do not agree, however, that the work is more unpleasant than that which general labourers are frequently called upon to perform.

“ 3. The disparity between these two classes of workers is, in my opinion, not justified.”

The Court is not responsible for the wording of the preference clause, which is in a form agreed on by the parties. As, however, only a limited number of employers are affected, the Court has decided not to alter the clause.

F. V. FRAZER, Judge.