

DEPARTMENT OF LABOUR.

AWARDS, AGREEMENTS, ORDERS, AND DECISIONS

UNDER THE

Industrial Conciliation and Arbitration, Apprentices, and  
Labour Disputes Investigation Acts.

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(10041.) AUCKLAND 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, 1925; and in the matter of an industrial dispute between the Otahuhu 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 Co., Ltd.,  
Auckland.

The Challenge Phosphate Co., Ltd., 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 23rd day of February, 1931, and shall continue in force until the 30th day of September, 1932, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 13th day of February, 1931.

[L.S.]

F. V. FRAZER, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. Subject to the provisions hereinafter contained as to shifts, a week's work shall not exceed forty-four hours, of which eight shall be worked on five working-days of the week, from Monday to Friday inclusive, between 7.30 a.m. and 5 p.m., and four hours on Saturday, between 7.30 a.m. and 12 noon.

##### *Meal-hours.*

2. One hour shall be allowed for meals each day except on Saturday, but may, by mutual agreement between the employer and the worker concerned, be less than one hour, provided that the time allowed shall not be less than thirty minutes.

##### *Regulation of Shifts.*

3. (a) Except where it is otherwise provided in subclause (d) hereof, all shifts shall consist of eight hours each, of which one half-hour shall be allowed as crib-time, provided always that the machinery shall be kept in motion when required.

(b) Continuous shifts shall consist of three shifts of eight hours each in every twenty-four hours worked—seven days per week.

(c) The week's work for continuous-shift workers, worked on seven days per week, shall not exceed fifty-six hours per week.

(d) Extra shifts shall consist of eight hours each, which are worked either wholly or partly outside of the ordinary working-hours, and which do not come within the definition of "continuous shifts." Provided that men working on extra shifts may work an extra shift of four hours on Saturdays between the hours of 12 midnight and 12 noon. A week's work on extra shifts shall not exceed forty-four hours.

(e) The time of starting shift-work shall be fixed for the convenience of the business.

(f) Where shifts are worked, men employed on shifts shall change in turn, and no worker shall be retained on night-shift more than two weeks in succession.

(g) When a continuous-shift worker is being relieved by another worker, the relief man shall be paid overtime rates for the first Saturday after the first four hours have been worked, and double rates for the first Sunday worked.

#### *Wages.*

4. (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; chamber-men and other workers on continuous shifts, 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 1s. 11½d. per hour.

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

#### *Payment of Wages.*

5. 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.*

6. The following shall be the recognized holidays: Anniversary Day, New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, Easter Saturday, Labour Day, Sovereign's Birthday, Christmas Day, and Boxing Day. Except as hereinafter provided, employees shall not be entitled to payment for holidays unless they work on such holidays. An annual holiday of ten working-days on full pay shall be allowed to all workers working on continuous shift seven days per week on the completion of each twelve months' service. For less than twelve months' service, such holiday shall be allowed *pro rata*.

*Overtime and Holiday Pay.*

7. (a) Except as hereinafter provided, 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 double time thereafter. Double time shall be paid for all work done on Sunday, New Year's Day, Christmas Day, Good Friday, and Anzac Day. 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 case of emergency, when overtime rates shall be paid.

(c) Any time worked on shift-work in excess of eight hours in any one day shall be paid for at the rate of time and a half for the first four hours and double time thereafter, except when overtime is worked for the purpose of changing shifts. Extra shifts may start at 10 p.m. on Sunday night without payment of Sunday rates.

(d) Where a continuous-shift worker works on such shift for a less period than four weeks, he shall be paid holiday rates for any holiday (excluding Sundays) should a holiday have occurred during such period.

(e) When workers are required to work overtime after 6 p.m. or after 1 p.m. on Saturday, and have not been notified the night previous, the employer shall provide a substantial meal, consisting of at least bread, butter, meat, cheese, and tea, coffee, or cocoa, or pay each worker 1s. 6d. in lieu thereof.

(f) When a worker is ordered back to work overtime after 6 p.m. on ordinary days, or after 1 p.m. on Saturday, a minimum of two hours' work at overtime rates shall be paid for, unless it can be shown that the failure to provide work was outside the control of the employer. Should any dispute arise as to the interpretation of this subclause, such dispute shall be settled in accordance with the provisions of clause 13 hereof.

*No Discrimination.*

8. 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.

*General Conditions.*

9. (a) Gloves and gum boots shall be supplied to workers where 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) Proper facilities for boiling water shall be provided for the purpose of making tea.

(f) Suitable bathing-accommodation shall be provided, to which both hot and cold water shall be laid on.

(g) A covered bicycle-stand shall be provided. Employees shall be held responsible for their own bicycles.

(h) An interval of ten minutes for "smoke-oh" shall be allowed morning and afternoon each day when unloading rock and sulphur.

(i) Workers shall be supplied with respirators where mutually deemed necessary.

(j) No worker shall be employed for longer than five hours without an interval for a meal.

*First-aid.*

10. The employer shall provide and maintain a properly equipped first-aid outfit, which shall be placed in a convenient and accessible place in each works.

*Preference.*

11. (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 seven 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. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 8th day of December, 1927, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) The provisions of this 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 1s. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

*Under-rate Workers.*

12. (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.

*Matters not provided for.*

13. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within twenty-one days after such decision shall have been communicated to the party desiring to appeal.

*Scope of Award.*

14. This award shall apply only to the parties mentioned herein, and to such other parties as the Court may hereafter add.

*Term of Award.*

15. This award shall come into force on the 23rd day of February, 1931, and shall continue in force until the 30th day of September, 1932.

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 13th day of February, 1931.

[L.S.]

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F. V. FRAZER, Judge.

**MEMORANDUM.**

The only matter in dispute was the term of the award. This the Court has settled.

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F. V. FRAZER, Judge.