

FILED IN JANUARY, 1905.

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(815.) WESTFIELD CHEMICAL-MANURE WORKERS.—AGREEMENT.

This industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 28th day of December, 1904, between the Westfield Chemical-manure Workers' Industrial Union of Workers (hereinafter called "the said union") of the first part, and the Kempthorne, Prosser, and Co.'s New Zealand Drug Company (Limited) (hereinafter called "the said employer") of the other part, witnesseth that the parties do hereby agree as follows:—

Hours.

1. THE week's work shall consist of forty-eight hours, and, with the exception of men employed on shifts, work shall commence at 7.20 a.m. and cease at 5 p.m., with one hour for dinner from 12 to 1, on the first five days of the week, and on Saturday work shall commence at 7.20 a.m. and cease at 12 noon.

Where continuous 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, 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. Adult workers shall be paid not less than 10½d. per hour. Wages shall be paid on the Friday of each week.

Holidays.

3. The following shall be the recognised holidays: New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Labour Day, King's Birthday, Christmas Day, and Boxing Day.

Employees shall not be entitled to payment in respect of holidays unless worked as provided in clause 4.

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 three hours; after that time and a half shall be paid.

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 quarter for the first three hours, and time and a half afterwards.

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

Under-rate Workmen.

5. Any worker who, from any incapacity, may be unable to earn the minimum wage herein prescribed may be paid, in the event of the employer continuing to employ him, such less wage as may from time to time be agreed upon in writing by a committee consisting of the employer and two members of the union. In the event of this committee failing to come to an agreement, then the rate shall be fixed by the Chairman of the Conciliation Board for the Northern Industrial District upon twenty-four hours' notice in writing being given by such workman to the secretary of the union, and such secretary, as well as the employer, if he so desire, shall be entitled to be heard by such Chairman upon such application.

No Discrimination.

6. The employer shall not, in the employment or dismissal of hands, discriminate against members of the union, nor in the conduct of the company's business do anything for the purpose of injuring the union, directly or indirectly.

The manager shall cause a notice to be posted up at the works stating that the company does not object to men in its employ being members of the union.

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.

Carrying.

7. The carrying of all material arriving by rail, one hundred tons or over, shall be paid for at the rate of not less 1s. per hour, such sum not to be in addition to the rate of wage hereinbefore provided for.

8. This industrial agreement shall take effect from the 1st day of February, 1905, and shall continue in force till the 1st day of February, 1906.

In witness whereof the said parties have duly executed this industrial agreement the day and year first above written.

Executed by the said industrial union under the seal of the said union and the hands of the chairman and secretary thereof—

W. J. HARGREAVES, Chairman.

ARTHUR ROSSER, Secretary.

In the presence of—W. Miller, labourer, Otahuhu.

Executed for and on behalf of Kempthorne, Prosser, and Co.'s New Zealand Drug Company (Limited) by Wm. Taylor, the duly appointed attorney of the company.

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

(By their Attorney—WM. TAYLOR).

In the presence of—C. Brooke, accountant, Auckland.