

**(4315.) WARKWORTH CEMENT AND LIME WORKERS.—AGREEMENT  
RE WILSON'S PORTLAND CEMENT COMPANY (LIMITED).**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 2nd day of May, 1916, between the Wilson's Portland Cement Company (Limited), of Auckland, carrying on business for the manufacture of cement and hydraulic lime at Warkworth (hereinafter referred to as "the company"), of the one part, and the Warkworth Cement and Lime Workers' Industrial Union of Workers (hereinafter referred to as "the union") of the other part, witnesseth that the parties hereto hereby mutually agree as follows, that is to say,—

*Hours of Work.*

1. (a.) The actual working-time per week shall not exceed forty-seven hours.

(b.) The actual working-time per day shall not exceed eight hours and a half for the first five working-days of the week and four and a half hours on Saturday.

(c.) The work shall not commence earlier than 7.30 a.m. and close at 4.45 p.m., and three-quarters of an hour for dinner, except on Saturday, when work shall close at noon.

(d.) Where shifts are worked the working-time per week shall not exceed eight hours per day, and a shift shall constitute eight hours.

*Overtime.*

2. All time worked beyond the hours herein prescribed shall be paid for as overtime at the rate of time and a quarter from 4.45 p.m. to 9 p.m., and time and a half thereafter. On Saturday, time and a quarter from 12 noon to 5 p.m. and time and a half thereafter, except for workers engaged on shift working gear.

*Holidays.*

3. Work done on New Year's Day, Boxing Day, Christmas Day, Good Friday, Easter Monday, and Labour Day shall be paid for at double-time rates. All work done on Sunday shall be paid for at time-and-a-half rates, but the employer undertakes that if possible so to do all work on Sunday shall be abolished.

*Rates of Wages.*

4. The following shall be the minimum rates of wages to be paid to the several classes of workers hereinafter specified, that is to say,—

Rotary burners and millers, 10s. 6d. per shift of eight hours, or 1s. 3 $\frac{3}{4}$ d. per hour.

Millers' assistants, 9s. 3d. per shift of eight hours, or 1s. 2d. per hour.

Carpenters' labourers, 9s. 3d. per shift of eight hours, or 1s. 2d. per hour.

Trucking clinker, engine-room greasers, pan-mill workers, rotary assistants, and coal-crushers, 9s. per shift of eight hours, or 1s. 1½d. per hour.

Discharging conveyor, 8s. 6d. per day of eight hours, or 1s. 0¾d. per hour. (If required to work in wet weather the company to supply two suits of oilskins per annum.)

Rock and coal drier fireman, 9s. 3d. per shift of eight hours, or 1s. 2d. per hour.

Firemen's trimmers, 9s. per shift of eight hours, or 1s. 1½d. per hour.

Rotary burners shall be supplied with an assistant when two or more kilns are working.

#### *Firemen.*

5. (a.) Where workers are engaged as firemen the rate of pay shall not be less than 10s. per shift of eight hours, or 1s. 3d. per hour, for leading firemen; second firemen shall be paid not less than 9s. 6d. per shift of eight hours, or 1s. 2¼d. per hour.

(b.) Where more than four boilers are required on any one shift the company shall supply extra labour to keep steam.

(c.) The Babcock boiler shall count as two boilers till such time as the said boiler is equipped with chain grates, when it shall be treated as one boiler.

(d.) The fireman's trimmer to assist the fireman when necessary.

#### *Quarry and Lime Workers.*

6. The minimum wages for workers engaged on quarry or hydraulic-lime works shall be 9s. 6d. per day of eight hours, or 1s. 2¼d. per hour.

#### *General Labourers.*

7. General labourers and all other workers not hereinbefore specified shall be paid not less than 8s. 6d. per day of eight hours, or 1s. 0¾d. per hour.

#### *Winchman.*

8. Where workers are engaged for driving winch for discharging conveyors the rate of pay shall not be less than 8s. 6d. per day of eight hours, or 1s. 0¾d. per hour, while so employed; but if any such worker be employed in another occupation he shall be paid a minimum of 8s. per day, or 1s. per hour, subject to this agreement.

#### *Discharging and Loading Boats.*

9. Where workers are engaged discharging or loading boats the rate of pay shall not be less than 1s. 6d. per hour all round.

#### *Cement-bagging Gangs.*

10. Where workers are engaged bagging cement the rate of pay shall not be less than 8s. 9d. per 300 bags, 12 to the ton, stacked, or 8s. 9d. per 385 bags, 18 to the ton, stacked; or 360 bags, 12 to the ton, unstacked, and 460 bags, 18 to the ton, unstacked.

*Truckers and Sewers of Cement.*

11. Where youths are engaged trucking or sewing the rate of pay shall not be less than 6s. 9d. per 385 bags, 18 to the ton, stacked, or 6s. 9d. per 300 bags, 12 to the ton, stacked; or 360 bags, 12 to the ton, unstacked, and 460 bags, 18 to the ton, unstacked. When youths are engaged trucking or sewing second-hand bags the rate of payment shall be 1s. in advance of the above rates as specified in this clause.

*Lime-bagging Gangs.*

12. Where workers are engaged bagging lime the rate of pay shall not be less than 8s. 9d. per 400 bags. Where bags are not stacked the tally shall be 475 bags.

*Truckers and Sewers on Lime-bagging Gangs.*

13. Where boys are engaged in trucking and sewing the rate of pay shall not be less than 5s. 9d. per 400 bags.

*Second-hand Cement-bags.*

14. When bagging cement with second-hand bags the rate of pay shall be not less than 9s. 9d. per 300 bags, 12 to the ton, stacked, or 9s. 9d. per 385 bags, 18 to the ton, stacked; or 360 bags, 12 to the ton, unstacked, or 460 bags, 18 to the ton, unstacked.

*Fitters' Assistants.*

15. (a.) Where workers are engaged as fitters' assistants the rate of pay shall not be less than 9s. per day of eight hours, or 1s. 1½d. per hour.

(b.) No man to be allowed to work more than sixty hours per week (shift-men exempt).

(c.) No man to be allowed to work more than five hours without half an hour for crib, but when machinery is running continuously millers and rotary burners shall take their crib without necessitating any cessation of operation.

(d.) The company shall supply all palms and needles for sewing lime and cement bags.

*Cleaning Boilers.*

16. Where workers are engaged cleaning boilers the rate of pay shall be not less than 9s. 6d. per day of eight hours, or 1s. 2¼d. per hour, the company to supply overalls. The rate of payment for cleaning economizers shall be time and a half on the boiler rates specified in this clause.

*Bin-work.*

17. Where workers are engaged in coal, lime, cement, raw clinker bins, bins or tanks, or dust collector, the rate of pay shall not be less than 2s. per hour, and four hours shall constitute that day's work. Any work done over the four hours shall be paid for at double-time rates.

*Minimum Payment.*

18. Any worker coming to work and being sent home through there being no work, through no fault of his own, shall receive one hour's pay at his ordinary rates unless previously notified by the company's foreman.

*Tools.*

19. All tools to be supplied by the company.

*Cleaning Inside Combustion-chambers.*

20. Where workers are engaged inside the combustion-chambers cleaning the rate of pay shall be time and a half based on a daily wage of not less than 8s., or 1s. per hour.

*Accommodation.*

21. (a.) The employer shall provide accommodation to enable labourers to change their clothes, and they shall also supply baths and proper sanitary arrangements.

(b.) The company shall also provide a constant supply of fresh water for washing and drinking purposes.

*Contracts.*

22. The company shall not discriminate against any worker who refuses to work for any contractor.

*Transfers.*

23. Any worker engaged temporarily for more than one day in any line of work other than that in which he is commonly engaged shall be paid the wage prevailing in that branch to which he is temporarily transferred, provided that in no case shall the wage paid be less than that which he would be entitled to at his usual work.

*Disputes.*

24. (a.) If any dispute arises in connection with this agreement between the representatives of the company and a member or members of this union, such dispute shall be settled by mutual agreement between the management and the union representatives.

(b.) Any matter not provided for by this agreement shall be settled by a written agreement between the employers concerned and the committee of the union.

(c.) No worker shall be employed below the minimum rate except by permit from the union.

(d.) "No worker" shall mean either man or youth, as occasion may be.

*Preference.*

25. So long as the rules of the union permit any person of good character and sober habits to become a member of the union upon the payment of an entrance fee not exceeding 5s., and upon his written application and without ballot or other election, and to so continue his membership upon payment of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, employers shall employ members of the union in preference to non-members. Employers shall not discriminate against unionists in the engagement or dismissal of their men, nor in the conduct of their business do anything for the purpose of injuring the union directly or indirectly.

*General.*

26. (a.) The boiler where the men make their tea shall be condemned and replaced with a new one, and placed in a more suitable position, immediately this agreement comes into operation.

(b.) A man shall be put on to boil water for the men with which to make their tea at noon.

(c.) Weights and scales and trucks shall always be kept in a proper state of repair.

(d.) All business affecting the company and the union shall be transacted in writing between the works-manager of the company and the officials of the union.

(e.) The company shall provide separate pipe to shower-baths, and supply more washing-basins; they shall also supply gratings on the floor for men to change.

(f.) The company undertake that where any new gear is installed the rate of payment for the operation of such machinery shall not be less than the rates prescribed in this agreement.

*War Bonus.*

27. That so long as the British Empire remains in a state of war with Germany, Austria, or either of them, and for three months after the cessation of such war, there shall be paid to all workers within the scope of this agreement, in addition to the rates specified herein, a war bonus of 10 per cent. upon such rates.

Signed on behalf of the Wilson's Portland Cement Company (Limited), this 2nd day of May, 1916.

[SEAL.]

GEORGE ELLIOT, }  
JOHN WILSON, } Directors.  
T. H. WILSON, Manager.

Signed on behalf of the Warkworth Cement and Lime Workers' Industrial Union of Workers, this 2nd day of May, 1916.

[SEAL.]

J. H. GRANT, Secretary.