

(4819.) WESTFIELD CHEMICAL-MANURE WORKERS.—AGREEMENT
 RE NEW ZEALAND DRUG COMPANY (LIMITED).

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 21st day of December, 1917, 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. New Zealand Drug Company (Limited) (hereinafter called "the said employer") of the other part, witnesseth that it is mutually agreed between the employer and the union as follows:—

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 and 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 be more than 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 to 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 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. 3d. per hour.

(b.) Workers on extra shifts shall be paid 1d. per hour additional to the foregoing rate.

(c.) Wages shall be paid on Friday of each week and not later than 5 p.m., payment to be made for all work done up to 5 p.m. the last preceding Wednesday.

(d.) So long as the British Empire remains in a state of war with Germany and Austria or either of them, and for three months after the cessation of such war, there shall be paid to all workers coming within the scope of this agreement, in addition to the rates hereinbefore mentioned, a war bonus of 10 per cent. upon the said rates.

(e.) Notwithstanding the foregoing clause the said war bonus may at any time during the currency of the agreement be continued either wholly or partially, or may be increased or terminated as the Court, on the application of any party to the agreement or of its own motion, shall determine.

Holidays.

3. (a.) The following shall be the recognized holidays: New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter

Monday, birthday of reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b.) Seven days' holiday on full pay for each complete year of service shall be allowed to men on continuous shift work in lieu of the above-mentioned holidays.

Overtime.

4. (a.) All time 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 quarter for the first two hours and time and a half 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 cases 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.

Under-rate Workers.

5. (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 send 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.

6. The employer shall not in the employment or dismissal of hands discriminate against members of the union, nor in the conduct of its 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.

7. The employer shall have a free hand in the engagement of employees, but each employee shall within fourteen 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.

8. Any matter not provided for in this award shall 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.

9. (a.) Gloves and gum boots to 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 one hour he shall be paid as if he had worked one hour.

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

(d.) No work shall be done on Easter Saturday except in cases of emergency, which shall be determined by the works-manager.

Term of Agreement.

10. This agreement shall come into force on the 13th day of December, 1917, and shall continue in force until the 30th day of May, 1919, and thereafter shall continue in force until superseded by another agreement or award.

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

The common seal of the Westfield Chemical-manure Workers' Industrial Union of Workers was hereunto affixed in the presence of—

[SEAL.]

T. WOULDERS, President.
ARTHUR ROSSER, Secretary.

Executed for and on behalf of Messrs. Kempthorne, Prosser, and Co., New Zealand Drug Company (Limited), by William Taylor, the duly appointed attorney of the company, and A. J. Wildman, works-manager of the company—

W. TAYLOR.

A. J. WILDMAN.

Witness to the above signatures—T. Harle Giles, Commissioner.

Dated at Auckland, this 21st day of December, 1917.

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.
