

NEW ZEALAND.

DEPARTMENT OF LABOUR.

AWARDS, AGREEMENTS, AND DECISIONS

UNDER THE

Industrial Conciliation and Arbitration and Labour Disputes
Investigation Acts.

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(7417.) AUCKLAND CHEMICAL-MANURE AND ACID WORKERS.—
AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION
ACT, 1913, WITH KEMPTHORNE, PROSSER, AND CO.'S NEW
ZEALAND DRUG COMPANY (LIMITED).

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 22nd day of January, 1923, between the Auckland Chemical-manure and Acid Workers' Union (hereinafter called "the union") of the one part, and Kempthorne, Prosser, and Co.'s New Zealand Drug Company (Limited) (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the parties, and they shall be deemed to be and are hereby declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

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 daily hours or dinner-hour may be altered by no more than a quarter of an hour on any day by agreement between the employers and workers, without payment of overtime, provided the forty-four hours' work in any week shall not be exceeded.

(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.

(d.) In grinding phosphate a week's work shall consist of six shifts of eight hours each, provided that overtime rates shall be paid for all time worked in excess of forty-four hours in any week.

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. 8d. per hour; chambermen, 1s. 9½d. per hour or fractions thereof, if any. Fractions of an hour to be not less than fifteen minutes.

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

(c.) In addition to the rates above mentioned there shall be paid to all workers above mentioned a bonus of 1¼d. per hour. The above bonus and wages shall be subject to any general order of the Arbitration Court in regard to cost of living.

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

Payment of Wages.

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

Holidays.

4. The following shall be the recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, King's Birthday, Christmas Day, and Boxing Day. Employees shall not be entitled to payment in respect of holidays unless they shall work on such holidays. One week's 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 three hours, and double time 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 4 p.m. sharp, except in case 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.) In computing payment for overtime under this clause the bonus before mentioned shall be excluded from the computations.

Under-rate Workers.

6. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 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.

7. 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 together in harmony, and shall receive equal pay for equal work.

*Preference.**

8. 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 so long as he is in the employ of the company.

Interpretation.

9. Any matter incidental to or arising out of this agreement shall be determined by a committee consisting of one representative appointed by each party to this agreement. 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.

10. (a.) Gloves and gum boots shall 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 two hours, he shall be paid as if he had worked two hours.

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

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

(e.) Lavatory accommodation shall be cleaned at least twice a week.

Term of Agreement.

11. This agreement shall come into force on the 22nd day of January, 1923, and shall continue in force until the 14th day of May, 1924.

In witness whereof the parties hereto have executed these present on the day and year first written above.

Signed on behalf of Kempthorne, Prosser, and Co.'s New Zealand Drug Company (Limited)—

DUGALD N. CAMPBELL.
M. STEWART.

Signed on behalf of the Auckland Chemical-manure and Acid Workers' Union—

H. J. RANDALL, President.
THOS. SULLIVAN, Secretary.

Witness to all the above signatures—Pat. Hally, Conciliation Commissioner.

*It is considered that this clause is *ultra vires* and unenforceable. See *Magner v. Gohns* (Book of Awards, vol. xvii, p. 1006).

NOTE—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Auckland, pursuant to section 8 (i) of the said Act, on the 3rd day of February, 1923.