

**(10918.) WANGANUI CHEMICAL FERTILIZER AND ACID WORKERS.—
INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 21st day of October, 1935, between the Wanganui Chemical Fertilizer and Acid Workers' Industrial Union of Workers (hereinafter called "the union"), of the one part, and Kempthorne Prosser and Co.'s New Zealand Drug Co., Ltd. (hereinafter called "the employer"), of the other part, witnesseth that it is hereby 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 said 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 time and duration of the lunch interval may be altered on any day by agreement between the employer and the union without payment of overtime: Provided that the forty-four hours' work in any one week shall not be exceeded: provided, further, that the lunch interval shall not be less than one half-hour.

(c) Where shifts are worked, each shift shall consist of eight hours, including crib-time (crib-time not to exceed fifteen minutes). The time of starting work shall be fixed for the convenience of the business.

(d) Continuous shifts shall consist of seven shifts of eight hours.

Wages.

2. (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; chambermen, 2s. per hour or fraction thereof, if any. Fractions of an hour shall not be 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.

(d) The foregoing rates are those prescribed for similar work in the Auckland Chemical-manure Workers' award, Vol. XXXI, page 1, and the rates herein prescribed shall be subject to any variation occurring from time to time in corresponding rates for similar work under the said award, or any successive award operating at any time during the currency of this agreement.

Youths.

3. Youths may be employed at not less than the following rates of pay:—

	Per Hour.	
	s.	d.
Sixteen to seventeen years of age ..	0	8½
Seventeen to eighteen years of age ..	0	11
Eighteen to nineteen years of age ..	1	1¾
Nineteen to twenty years of age ..	1	4½
Twenty to twenty-one years of age ..	1	7½

And thereafter the minimum rate of wages specified for adult workers by this agreement.

Payment of Wages.

4. 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.

5. The following shall be the recognized holidays: Anniversary Day, New Year's Day, 2nd January, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, Christmas Day, and Boxing Day. Employees shall not be entitled to payment for holidays unless they shall work on such holidays. Ten days' 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.

6. (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 four hours and thereafter double time. Double time shall be paid for 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) Men on continuous shifts shall not be paid overtime rates for time worked on the holidays mentioned, or for overtime worked by agreement among themselves, for the purpose of changing shifts.

(c) 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.

(d) Extra shifts may start at 10 p.m. on Sunday without payment of overtime.

(e) On Christmas Eve and New Year's Eve all work shall cease at 4 p.m. sharp, except in cases of emergency, when overtime shall be paid.

(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 9 hereof.

No Discrimination.

7. The employer 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 in harmony and shall receive equal pay for equal work.

Preference.

8. (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.

(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.

Matters not provided for.

9. Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer 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.

General Provisions.

10. (a) Gloves and gum boots shall be supplied to workers when 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 and stockinet shall be allowed men working amongst or handling sulphur.

(d) Proper provisions 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) Facilities for boiling water shall be provided in a convenient place at the works for the purpose of making tea.

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

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

(h) An interval of ten minutes for "smoke-oh" shall be allowed morning and afternoon to workers engaged loading and unloading rock and sulphur.

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

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

Under-rate Workers.

11. (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 rate 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 the worker pursuant hereto.

(e) It shall be the duty of the employer before employing a worker at such lower wage to examine the permit or agreement by which such wage is fixed.

Scope of Agreement.

12. This agreement shall be operative in respect to those employees of the employer whose class of work is covered by the scope of the union's title.

Term of Agreement.

13. This agreement shall come into force on the date hereof, and shall continue in force until the 31st December, 1936.

In witness whereof the parties hereto have hereunto set their hands the day and year hereinbefore written.

The common seal of Kempthorne, Prosser, and Co.'s New Zealand Drug Co., Ltd., was hereto affixed by and in the presence of—

[SEAL.]

WM. F. EDMOND, Director.
W. TAYLOR, Director.
G. G. AUSTIN, Secretary.

Wanganui Chemical Fertilizer and Acid Workers Industrial Union of Workers—

[SEAL.]

A. JAMIESON, President.
J. ROBERTSON, Secretary.
