

NEW ZEALAND SOLUBLE SLAGS, LTD. (HUNTLY), **FERTILIZER WORKERS.**—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 24th day of June, 1941, between the Otahuhu Chemical-manure Workers' Union, Incorporated (hereinafter called "the union"), of the one part, and

New Zealand Soluble Slags, Ltd.

(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 and Overtime.

1. (a) The ordinary hours of work shall not exceed eight hours on each of five days of the week, Monday to Friday, both days inclusive.

(b) Time worked in excess of eight hours on any day, Monday to Friday, both days inclusive, shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

Saturday and Sunday Work.

2. (a) Time worked on Saturday shall be paid for at the rate of time and a half for the first eight hours and double time thereafter.

(b) Time worked on Sunday shall be paid for at the rate of double time.

Holidays.

3. (a) The provisions of the Factories Act, 1921-22, and its amendments, relating to holidays and to payment for work done on such days, shall apply to all workers covered by this agreement.

(b) The 2nd January, Easter Saturday, and Anniversary Day shall be observed as holidays, but a worker shall not be entitled to any payment in respect of such days unless he works, in which case he shall be paid for the time worked at the rate of time and a half.

Wages.

4. (a) The minimum rates of pay shall be as follows:—

			Per Hour.	
			s.	d.
(i)	Factory workers—			
	Day workers	2	7
	Crane-drivers	2	7½
	Crusher-hands	2	7½
	Furnace-chargers	2	7½
	Furnacemen	2	9
	Men on tube-mills, slag, or coal	2	7½
	Greasers	2	8
	Bagging-machine men	2	8
	Loaders	2	7½
(ii)	Quarry workers—			
	Popper-men	2	8
	Crusher-men and aerial man	2	7½
	Spallers and all others	2	7

(b) Senior men when in charge of three or more other men shall be paid 1s. per day extra.

(c) All quarry-workers shall be paid a minimum of four hours daily.

(d) Youths may be employed at not less than the following rates of pay:—

			Per Hour.	
			s.	d.
	Under eighteen years of age	1	7½
	Eighteen to nineteen years of age	1	9
	Nineteen to twenty years of age..	2	0
	Over twenty years of age	Adult rates.	

(e) Wages shall be paid fortnightly, not later than Friday and during working-hours. Pay envelopes shall contain statement dockets.

Annual Holiday.

5. (a) All shift-workers who have completed twelve months' continuous service shall be granted one week's holiday on full pay at a time to be mutually arranged between the employer and the worker concerned.

(b) A worker leaving or being dismissed after having completed six months' but less than twelve months' continuous service shall be granted pay in lieu of the holiday mentioned in subclause (a) of this clause in proportion to his length of service.

(c) For the purpose of this clause "full pay" shall mean the average weekly earnings of the worker, excluding overtime payment under clause 1 (b), payments for extra shifts, and holiday payments under clause 3, computed on the period of service for which the holiday is given.

Notice of Overtime.

6. (a) When workers are required to work overtime after 6 p.m. on any day from Monday to Friday, both days inclusive, or after 1 p.m. on Saturdays, they shall be notified on the previous day. Failing such notice having been given, the employer shall provide a substantial meal consisting of at least bread, butter, meat, cheese, and tea, coffee, or cocoa, or pay to such worker 1s. 6d. in lieu thereof.

(b) When workers are called upon to work overtime a minimum of two hours' work at overtime rates shall be paid for, unless the employer can establish that failure to provide work was beyond his control. Should any dispute arise as to the interpretation of this subclause such dispute shall be settled in accordance with the provisions of clause 16 hereof.

Meal-hours.

7. (a) Except as otherwise provided in subclause (b) of this clause, one hour shall be allowed for lunch each day, but by mutual agreement between the employer and workers a shorter interval, being not less than half an hour, may be allowed.

(b) A shift-worker shall be allowed thirty minutes' crib-time in each shift without deduction from wages, provided always that the machinery shall be kept in motion when required.

Transfer of Duties.

8. A worker being temporarily transferred to work for which a lower rate is fixed by this agreement shall not have his wages reduced. If transferred to work for which a higher rate is fixed he shall be paid such higher rate while so employed.

General Conditions.

9. (a) If a worker reports on a job to start work and has not been notified beforehand that there is no work on that day he shall be paid for two hours at his ordinary rate of pay.

(b) If a worker is required to report at the quarry and is unable to work on account of wet weather he shall be paid for two hours at his ordinary rate of pay.

(c) A worker employed at the quarry at Pukemiro who has to travel five miles or more to the job shall be allowed thirty minutes' travelling-time each day, which shall be paid for at his ordinary rate of pay.

(d) A good supply of clean drinking-water shall be provided and maintained by the management within easy access of the workers.

(e) Suitable bathing-accommodation shall be provided to which both hot and cold water shall be laid on, a locker to be supplied to each worker.

(f) Gloves, glasses, torches, batteries, bulbs, and respirators shall be supplied to workers where deemed to be necessary. Furnacemen shall be supplied with aprons.

(g) Adequate sanitary arrangements shall be provided and kept clean by the employer.

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

(i) Any worker abusing any accommodation provided in accordance with this agreement shall be liable to instant dismissal.

(j) Subclauses (e) and (h) of this clause shall not apply to the quarry.

(k) Workers employed outside in wet weather shall be supplied with oil coats.

Increase in Rates of Remuneration.

10. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this agreement, shall be subject to the provisions of the

general order dated the 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

No Discrimination.

11. The employer shall not, in the employment or dismissal of hands, discriminate against members of the union, nor in the conduct of his business do anything for the purpose of injuring the union, either directly or indirectly.

First Aid.

12. The employer shall provide and maintain a properly equipped first-aid outfit, which shall be placed in a convenient and accessible place to each worker.

Workers to be Members of Union.

13. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement, or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Right of Entry.

14. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to

enter at all times upon the premises or works, and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Under-rate Workers.

15. (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 Awards 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.

Disputes.

16. If a dispute shall arise between the parties to this agreement upon any matters arising out of or in connection with this agreement it shall be referred to a committee consisting of a representative of the employer and a representative of the union, who shall appoint an independent chairman. The committee may either decide the matter or refer it to the Court.

Either party, if dissatisfied with the decision of the committee, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Term.

17. This agreement shall come into force on the 3rd day of July, 1941, and shall continue in force until the 1st July, 1943.

Signed on behalf of the Otahuhu Chemical-manure Workers' Union, Incorporated—

[L.S.]

T. SLADE, President.
W. MILLER, Secretary.

Witness—J. L. Malfroy.

Signed on behalf of New Zealand Soluble Slags, Ltd.—

[L.S.]

J. A. HESKETT, Manager.
V. KIRK, Secretary.

Witness—E. J. McKain.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Auckland, pursuant to section 8 (1) of the said Act, on the 28th day of July, 1941.