

**AUCKLAND CHEMICAL-MANURE WORKERS.—A G R E E M E N T
UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of an agreement made on the 6th day of December, 1943, between the Otahuhu Chemical-manure Workers' Union and the Challenge Phosphate Co., Ltd., and others.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that while the said regulations continue in force no industrial agreement shall be accepted by the Clerk of awards for filing under section 8 of the Labour Disputes Investigation Act, 1913, unless the agreement has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the agreement, made on the 6th day of December, 1943, between the Otahuhu Chemical-manure Workers' Union, of the one part, and the Challenge Phosphate Co., Ltd., Kempthorne, Prosser, and Co., Ltd., and the New Zealand Farmers' Fertiliser Co., Ltd., of the other part. Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said agreement for the purposes of the said regulations.

Dated this 20th day of April, 1944.

[L.S.]

A. TYNDALL, Judge.

**AUCKLAND CHEMICAL-MANURE WORKERS.—AGREEMENT UNDER
LABOUR DISPUTES INVESTIGATION ACT, 1913**

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 6th day of December, 1943, between the Otahuhu Chemical Manure-workers' Union (hereinafter called "the union"), of the one part, and the—
Challenge Phosphate Co., Ltd.;
Kempthorne, Prosser, and Co., Ltd.; and the
New Zealand Farmers' Fertiliser Co., 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 any thing 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

Industry to which Agreement applicable

1. The industry to which this agreement applies is the manufacture of manures and chemical fertilizers, and of the chemicals manufactured in the chemical-fertilizer works of the parties hereto.

PART I.—DAY-WORKERS

Hours of Work

2. Subject to the provisions hereinafter contained as to shifts, a week's work shall not exceed forty hours, of which eight shall be worked on five days of the week from Monday to Friday, both days inclusive, between the hours of 7.30 a.m. and 5 p.m.

Meal Hours

3. (a) No worker shall be employed longer than four and a quarter hours without an interval for a meal.

(b) One hour shall be allowed for meals each day, but the interval may, by mutual agreement between the employer and the majority of the workers concerned, be less than one hour: Provided that the period agreed to shall be not less than half an hour.

Holidays

4. (a) The provisions of the Factories Act, 1921-22, and its amendments relating to holidays, statutory half-holidays, and Sundays and to payment for work done on such days, shall apply hereto.

(b) The second of January, Easter Saturday, and Anniversary Day, or any day observed in lieu thereof, 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.

Annual Holiday

5. An annual holiday of one week on full pay at his ordinary award rates shall be allowed to all workers (other than workers on continuous shifts entitled to holidays under

clause 11 hereof) who shall have completed twelve months' continuous service with the same employer on the 23rd December in any year, such holiday to be taken by the workers entitled thereto at such time within three months of the completion of each year of service as may be determined by the employer and notified to the worker at least seven days previously at a time convenient or expedient to the employer having regard to the necessity for continuity by the employer of manufacture and despatch of fertilizers or the loading or unloading of ships.

Any worker who completes not less than three months' continuous service on that date shall be allowed a proportionate paid holiday. Any other worker who has completed not less than three months of service on leaving or being dismissed shall be granted payment in lieu of the holiday mentioned in the preceding subclause in proportion to the length of service, but this subclause shall not apply in the case of any worker dismissed for misconduct.

Overtime

6. (a) Except as hereinafter provided, all time worked outside of or in excess of the hours provided for in clause 2 hereof shall be considered overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) When workers are required to work overtime after 6 p.m. or after 1 p.m. on Saturday, and have not been notified the previous night, the employer shall provide a substantial meal consisting of at least bread, butter, meat, chéese, and tea, coffee, or cocoa, or pay each worker 1s. 9d. in lieu thereof.

(c) When a worker is ordered back to work overtime after 6 p.m. on ordinary days, a minimum of two hours' work at overtime rates shall be paid for, and if ordered back to work on Saturday, a minimum of four hours shall be paid for unless, in either case, 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 19 hereof.

PART II.—SHIFT-WORKERS

Definitions

7. (a) In the despatch department one shift of eight consecutive hours may be worked between the hours of 5 p.m. and 7.30 a.m.

(b) In a manufacturing department, or in receiving raw materials, two or three shifts of eight consecutive hours may be worked in any day.

(c) "Continuous shifts" shall consist of three shifts of eight hours each (including thirty minutes' crib-time) in every twenty-four hours worked.

Hours of Work

8. (a) The ordinary weekly hours of work shall be worked between midnight Sunday–Monday and 12 noon Saturday, and shall not exceed forty hours, to be worked in eight-hour shifts.

(b) Workers employed on shift-work shall change in turn, and no worker shall be retained on night shift more than two weeks in succession and shall be employed on day shift for a minimum period of two consecutive weeks before again returning to night shift.

(c) Employers shall arrange shifts to suit the arrival of available public transport.

(d) Workers on broken shifts shall be reimbursed for any loss they may sustain in purchase of weekly bus or train tickets.

Overtime

9. (a) Time worked in excess of eight hours per shift or forty hours during the period from midnight Sunday–Monday and 12 noon Saturday 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.

(b) Men on shifts shall not be paid overtime rates for overtime worked by agreement among themselves for the purpose of changing shifts or to enable the employer periodically to give to any worker a free Saturday and/or Sunday.

Saturdays, Sundays, and Holidays

10. Subject to the provisions of the Factories Act, 1921–22, and its amendments, the following provisions shall apply: Time worked on Saturday after 12 noon, or on Sunday, or on Christmas Day, Boxing Day, New Year's Day, 2nd January, Auckland Anniversary Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, or the birthday of the reigning Sovereign shall not be reckoned as ordinary time or as overtime, but shall be paid for at the following special rates:—

On Sundays	Double time.
On any of the holidays mentioned	Treble time.
On Saturdays after 12 noon	Time and a half.

Provided that if a shift-worker in the rock-grinding or super-mixing departments has worked five eight-hour shifts on the five days of the week, Monday to Friday, both days

inclusive, and is required to work a sixth shift on Saturday, such sixth shift shall be paid for at the rate of time and a half for the first four hours and double time thereafter. If any holiday under this agreement falls on any day from Monday to Friday inclusive, then, for the purposes of this proviso, such day shall count as a shift worked.

Annual Holiday

11. An annual holiday of one week on full pay shall be allowed to all workers on continuous shifts on completion of each twelve months' service. For less than twelve months' service such holidays shall be allowed *pro rata*.

Crib-time

12. Shift-workers shall be allowed thirty minutes' crib-time without deduction from wages: Provided always that the machinery shall be kept in motion when required.

No Discrimination

13. 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 directly or indirectly.

PART III.—GENERAL

Wages

14. The minimum rates of wages shall be as follows:—

	Per Hour.	
	s.	d.
Day-workers	2	7
Chambermen	2	8½
Shift-workers	2	8
Men discharging shipments of phosphate rock, and men handling manganese and serpentine rock—		
For day-work	2	8½
For night shift	2	9½
Men discharging shipments of sulphur or guano—		
For day-work	2	10
For night shift	2	11
Men working on super bank	2	10
Men making and handling super-slag or basic-slag mixture, either loose or in bags	2	8½

Workers required to enter sulphur-burners to clean same shall be paid time and a half rates while so employed, the minimum payment to be two hours.

Workers cleaning out acid chambers or employed in repairing or demolishing acid chambers, towers, or combustion chambers where it becomes necessary to handle the material saturated with acid shall be paid 3d. per hour extra while so employed.

Workers placed in charge of five or more other workers shall be paid 1½d. per hour extra while so employed.

Leading hand in the mill department or in the manufacturing department shall be paid 2d. per hour extra.

Any shortage in a worker's pay, if due to an office error, shall be paid within twenty-four hours of notification.

Payment of Wages

15. Wages shall be paid not later than Thursday of each week and during ordinary working-hours.

General Conditions

16. (a) 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: Provided that if a worker is called on at 11 a.m. or later he shall be paid for a minimum of four hours.

(b) An interval of ten minutes for "smoke-oh" shall be allowed morning and afternoon each day when unloading guano, rock, or sulphur.

(c) The employer shall eliminate the dust attendant to the normal working of the industry as far as practicable.

(d) Workers shall be supplied with respirators where mutually deemed necessary.

(e) Gloves, rubber aprons, and gum boots shall be supplied to workers where mutually deemed necessary.

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

(g) Each man shall be provided with a locker, or other equally suitable provision for the storage of his lunch, boots, and clothing. Locks required shall be provided by the worker.

(h) A covered bicycle-stand shall be provided at the works. Workers shall be held responsible for their own cycles.

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

(j) The union shall appoint delegates whose duty it shall be to see that the workers do everything in their power to maintain the dining, dressing, and bath rooms in a clean and tidy condition.

(k) Suitable bathing-accommodation shall be provided, to which both hot and cold water shall be laid on.

(l) Proper facilities for boiling water shall be provided for the purpose of making tea.

(m) Sufficient drinking-water of good quality shall be provided.

(n) Lavatory accommodation shall be provided and kept clean.

(o) All workers shall be allowed five minutes before knocking-off time to wash and change clothes.

General Orders under Rates of Wages Emergency Regulations 1940

17. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively, shall be deemed to be incorporated in this agreement and shall have effect according to their tenor.

First Aid

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

Disputes

19. 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.

Right of Entry upon Premises

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

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

Workers to be Members of Union

21. Court's usual clause.

Under-rate Workers

22. Court's usual clause.

Term of Agreement

23. This agreement shall come into force on the 6th day of December, 1943, and shall continue in force until the 6th day of December, 1945.

Signed on behalf of the Challenge Phosphate Co., Ltd.—

W. CASSELS-BROWN, Superintendent.

Signed on behalf of Kempthorne, Prosser, and Co., Ltd.'s New Zealand Drug Co., Ltd.—

D. N. CAMPBELL, Assistant Manager.

Signed on behalf of the New Zealand Farmers' Fertiliser Co., Ltd.—

J. MCK. WILSON, Managing Director.

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

T. SLADE, President.

A. PRIESTLY, Delegate.

C. RICHARDS, Delegate.

W. MILLER, Witness.

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 21st day of April, 1944.