

(11334.) **WAIKATO CARBONISATION, LTD., EMPLOYEES, HUNTLY.—**
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 9th day of November, 1936, between the Waikato Carbonisation, Ltd., Industrial Union of Workers (hereinafter referred to as "the union") of the one part, and Waikato Carbonisation, Ltd. (hereinafter referred to as "the employers") of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:—

(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 incorporated in and 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.

Safety Clause.

1. Notwithstanding the nature of any dispute, all workers upon whom the operation of the plant depends are to remain at work and carry out their duties so as to ensure the safety of the plant.

Wages.

2. (a) The following shall be the minimum rates of pay:—

	Per Hour.	
	s.	d.
Carbonizer chargemen	2	3
(No reduction shall be made in this rate during any shut-down period.)		
Operators	2	0
Briquette foreman	2	8
(No reduction shall be made in this rate during any shut-down period.)		
Mixer	2	2
Platform	2	0½
Greaser	2	0
Crusher house	2	1½
Steam engineer	2	4
Tar plant	2	1½
Fitters' improver	2	2
Gas engineer	2	2
Conveyor operator	2	1
Foreman labourer	2	4
(No reduction shall be made in this rate during any shut-down period.)		
Labourers	2	1

(b) The following shall be the minimum rates of pay for youths:—

	Per Hour.	
	s.	d.
Under fifteen years of age	0	9
From fifteen to sixteen years of age	0	11
From sixteen to seventeen years of age	1	1
From seventeen to eighteen years of age	1	4
From eighteen to nineteen years of age	1	7
Over nineteen years of age: Full rates as in clause 2.		

Hours of Work.

3. *Conditions applying to Shift Workers.*—(a) Any time worked in excess of eight hours in any one day shall be paid for at the rate of time and a half computed on the rates mentioned in clause 2 hereof.

(b) Any time worked after noon on Saturday shall be paid for at the rate of time and a half computed on the rates mentioned in clause 2 hereof.

(c) Any time worked on Sundays, Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the King's Birthday shall be paid for at the rate of double time computed on the rates mentioned in clause 2 hereof.

4. *Conditions applying to Workers other than Shift Workers.*—(a) The ordinary hours of work for workers other than shift workers shall not exceed eight hours on five days of the week (Monday to Friday both days inclusive) and four hours on Saturday.

(b) Time worked in excess of eight hours on Monday to Friday inclusive or four hours on Saturday shall be deemed to be overtime and shall be paid for at the rate of time and a half computed on the rates mentioned in clause 2 hereof.

(c) Time worked after 12 noon on Saturday shall be paid for at the rate of time and a half computed on the rates mentioned in clause 2 hereof.

(d) The following days shall be allowed as holidays and shall be paid for at the rates mentioned in clause 2 hereof: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the King's Birthday.

(e) Any time worked on Sundays or on any of the holidays mentioned in the preceding subclause shall be paid for at double time rates computed on the rates mentioned in clause 2 hereof, such payment to be in addition to any payment mentioned in subclause (d) of clause 4 hereof.

Annual Holiday.

5. (a) A worker who has completed twelve months' continuous service shall be allowed a fortnight's holiday on full pay at a time to be mutually agreed upon between the employer and the worker.

(b) For the purpose of this clause full pay shall be deemed to mean the average weekly earnings of a worker (including ordinary and overtime payments) calculated on the period of service for which the holiday is being allowed.

(c) A worker who completes six months' but less than twelve months' continuous service shall be allowed one week's holiday on full pay as defined in subclause (b) of clause 5 hereof.

Transfer of Duties.

6. If a worker is temporarily removed from work for which a higher rate of pay is provided in this agreement to work for which a lower rate is paid he shall receive the higher rate.

If the work to which he is removed is paid for at a higher rate than that from which he is removed he shall receive the higher rate.

On resuming his usual work he shall revert to the rate provided for that work unless in either case the temporary removal has been for a period not exceeding two pay fortnights, when he shall be entitled to one week's notice before reverting to his lower rate.

General Conditions.

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

(b) A bathhouse consisting of six showers with adequate accommodation for changing and drying clothes shall be erected by the company before the commencement of operations in 1937.

(c) Adequate sanitary arrangement shall be provided and kept clean by the company.

Any employee abusing either of the foregoing shall be liable to instant dismissal.

(d) Fire torches shall be supplied and maintained by the company for the use of shift workers.

(e) At the discretion of the manager each worker exposed to the weather shall receive £1 per year for the provision of his own weather-proof garments.

(f) First-class fuel shall be supplied to workers at £1 10s. per ton, but no employee shall be allowed more than one sack per week. Only householders shall be allowed fuel at this rate.

(g) Men employed in crusher-house shall be supplied by the company with one respirator per year.

Term of Agreement.

8. This agreement shall come into force on the 1st day of November, 1936, and shall continue in force until the 31st day of October, 1937.

Signed on behalf of the Waikato Carbonisation, Ltd., Industrial Union of Workers:—

[L.S.]

A. TURTON, President.

G. MCKEARNAN, Secretary.

Witness—D. Harmsworth.

Signed on behalf of Waikato Carbonisation, Ltd.:—

[L.S.]

EDWARD S. WIGHT, Director.

WM. D. HOLGATE, Director.

Witness—J. E. McKelvey.