

WAIKATO CARBONIZATION LTD., EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Waikato Carbonization, Ltd., Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employers") :—

Waikato Carbonization, Ltd., 41 Ferry Buildings, Quay Street, Auckland.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force until the 31st day of October, 1939, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 30th day of November, 1937.

[L.S.]

P. J. O'REGAN, Judge.

SCHEDULE.

Safety Clause.

1. Notwithstanding the nature of any dispute, all workers upon whom the operation of the plant depends shall 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 chagemen	2	7 $\frac{1}{4}$
Operators	2	4 $\frac{1}{2}$
Briquette foreman	2	9 $\frac{1}{2}$
Mixer	2	6 $\frac{3}{4}$
Platform	2	6 $\frac{3}{4}$
Greaser	2	5
Crusher-house	2	5 $\frac{3}{4}$
Steam engineer	2	7 $\frac{1}{4}$
Tar plant	2	5 $\frac{3}{4}$
Fitter's improver	2	5 $\frac{3}{4}$
Gas engineer	2	5 $\frac{3}{4}$
Conveyor operator	2	5 $\frac{3}{4}$
Foreman labourer	2	7 $\frac{1}{4}$
Labourers	2	4 $\frac{1}{2}$

(b) Subject to the provisions of the Factories Amendment Act, 1936, the following shall be the minimum rates of pay for youths:—

	Per Hour.	
	s.	d.
Under fifteen.. .. .	0	10
Fifteen to sixteen	1	1
Sixteen to seventeen	1	2 $\frac{1}{2}$
Seventeen to eighteen	1	6
Eighteen to nineteen	1	10

Over nineteen: Full rates as provided in subclause (a) of this clause.

Hours of Work.

3. (i) *Conditions applying to Shift-workers.*—(a) The ordinary hours of work for shift-workers shall not exceed forty-two per week computed over a four-weekly period, the arrangement of the hours during the four-weekly period to be mutually agreed upon between the management and the union.

(b) Any time worked in excess of eight hours in any one day from Monday to Friday, both days inclusive, 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 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.

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

(ii) *Conditions applying to Workers other than Shift-workers.*—(a) The ordinary hours of work for workers other than shift-workers shall not exceed forty-two per week computed over a two-weekly period, to be worked forty hours one week and forty-four hours the other week.

(b) Time worked in excess of eight hours in any one day from Monday to Friday, both days inclusive, or in excess of 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 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 birthday of the reigning Sovereign.

(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 this clause.

Annual Holiday.

4. (a) Each worker on completion of every 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 the 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 this clause, with one additional day's holiday on full pay for each complete month of continuous service in excess of six months.

Transfer of Duties.

5. (a) If a worker is temporarily removed from work for which a higher rate of pay is provided in this award to work for which a lower rate is paid, he shall receive the higher rate.

(b) 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.

(c) 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 exceeding two pay fortnights, when he shall be entitled to one week's notice before reverting to his lower rate.

General Conditions.

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

(b) A bath-house consisting of six showers with adequate accommodation for changing and drying clothes shall be maintained in a satisfactory condition by the company.

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

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

(d) Five 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 who are householders at £1 10s. per ton, but no employee shall be allowed more than one sack per week.

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

(h) The following jobs shall be classed as dirty work, and workers employed on such jobs shall receive 2s. 6d. extra per day of eight hours as dirt-money while so employed: Cleaning tar-tanks, oil-ponds, and pitch-pump basement.

(i) The worker employed cleaning up the side flue shall be paid 6d. per hour extra, in addition to his ordinary rate of pay, while so engaged.

Workers to be Members of Union.

7. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ, in any position or employment subject to this award, any adult person who is not for the time being a member of an industrial union of

workers bound by this award 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 award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes 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 award 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.)

Application of Award.

8. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is when this award comes into force or at any time whilst this award is in force connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Term of Award.

9. This award in so far as it relates to wages shall be deemed to have come into force on the 1st day of November, 1937, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of October, 1939.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 30th day of November, 1937.

[L.S.]

____ P. J. O'REGAN, Judge.

MEMORANDUM.

The only matter referred to the Court related to membership of the union. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

P. J. O'REGAN, Judge.