

**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 its amendments; 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 7th day of July, 1941, 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 17th day of September, 1940.

[L.S.]

A. TYNDALL, Judge.

## SCHEDULE.

*Interpretation: Safety Clause.*

1. Notwithstanding the nature of any dispute, all workers upon whom the safety of the plant depends shall remain at work and carry out their duties so as to ensure the shutting-down of the plant, which would include that amount of cleaning of carbonizers and predryers necessary 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	10
Carbonizer operators .. .. .	..	..	2	6
Briquette-plant foreman .. .. .	..	..	2	11 $\frac{1}{4}$
Briquette-plant operators (mixer and platform) .. .. .	..	..	2	8 $\frac{1}{4}$
Briquette-plant greaser .. .. .	..	..	2	6 $\frac{1}{2}$
Crusher operator .. .. .	..	..	2	7 $\frac{1}{4}$
Engine-drivers .. .. .	..	..	2	8 $\frac{3}{4}$
Tar-plant operators .. .. .	..	..	2	7 $\frac{1}{4}$
Gas-engine operator .. .. .	..	..	2	7 $\frac{1}{4}$
Conveyor operators .. .. .	..	..	2	7 $\frac{1}{4}$
Foreman labourer .. .. .	..	..	2	8 $\frac{3}{4}$
Welder .. .. .	..	..	2	10 $\frac{3}{4}$
Yardman .. .. .	..	..	2	6
All other workers .. .. .	..	..	2	6

(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 $\frac{1}{2}$
Fifteen to sixteen .. .. .	..	..	1	1 $\frac{3}{4}$
Sixteen to seventeen .. .. .	..	..	1	3 $\frac{1}{4}$
Seventeen to eighteen .. .. .	..	..	1	7
Eighteen to nineteen .. .. .	..	..	1	11

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 shall be mutually agreed upon between the management and the union.

(b) Any time worked in excess of eight hours in any one shift from Monday to Friday, both days inclusive, shall be paid for at the rate of time and a half for the first four hours and double time thereafter 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 for the first six hours, thereafter double time, computed on the rates mentioned in clause 2 hereof.

(d) Time worked on Sundays or on any statutory holidays shall be paid for in accordance with the provisions of the Factories Act, 1921–22, and its amendments.

(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 for the first four hours and double time thereafter computed on the rates mentioned in clause 2 hereof.

(c) Time worked after noon on Saturdays shall be paid for at the rate of time and a half for the first four hours and double time thereafter computed on the rates mentioned in clause 2 hereof.

(d) Payment for holidays and for time worked on Sundays and holidays shall be in accordance with the provisions of the Factories Act, 1921–22, and its amendments.

*Holidays.*

4. The following holidays shall be allowed without deduction from wages: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign.

*Annual Holidays.*

5. (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. Time lost through certified sickness, industrial accidents, and union business, of which prior notice has been given, shall be counted as time worked: Provided, however, that the total time so counted for sickness shall not exceed two weeks.

(c) A worker who completes three months' continuous service shall be allowed three days' 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 three months.

*Transfer of Duties.*

6. (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.*

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

(b) A bathhouse consisting of nine showers and adequate accommodation for changing and drying clothes shall be maintained in a satisfactory condition by the company. A meal-room subject to the approval of the union shall also be provided.

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

(d) Any employee abusing the foregoing shall be liable to instant dismissal.

(e) Five torches shall be supplied and maintained by the company for the use of shift-workers.

(f) First-class fuel shall be supplied to workers who are householders at £1 14s. per ton, but no employee shall be allowed more than one sack per week.

(g) Welders shall receive 1s. 6d. per day gas-money.

(h) The following jobs shall be classified as dirty work and workers employed on such jobs shall receive 2s. 6d. extra per day or part of a day while so employed: Tar and oil tanks; oil-ponds; pitch-pump basement; pitch-tanks; carbonizer and predryers (for the first three days after shutdown only); separating tanks and precooler seals after shutdown.

(i) When workers are required to enter flues or back-end smoke-boxes for the purpose of cleaning them, or to chip and/or clean interior of boilers when laid off for inspection or overhaul, they shall be paid 2s. 6d. extra per day or part of a day whilst so employed.

(j) Whilst workers are employed cleaning outside flues, predryers, elevator pit, raw-gas pipes, and louvres they shall be paid 6d. per hour extra.

(k) When workers are required to work in excess of two hours over the ordinary shift of eight hours, the company shall make an allowance of 1s. 6d. per meal, provided that such workers have not had sufficient notice to bring extra meals.

(l) All workers shall be paid 1s. per afternoon and night shift in addition to the rates mentioned in clause 2 hereof.

(m) In the event of a worker reporting for duty at his usual time of starting being told to start at a later time, he shall be paid for three hours at ordinary time rates.

(n) Individual respirators shall be supplied by the company where deemed necessary.

#### *Workers to be Members of Union.*

8. (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.*

9. 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.

#### *Scope of Award.*

10. This award shall operate throughout the Northern Industrial District.

#### *Term of Award.*

11. This award, in so far as it relates to wages, shall be deemed to have come into force on the 7th day of July, 1940, 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 7th day of July, 1941.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 17th day of September, 1940.

[L.S.]

A. TYNDALL, Judge.

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#### MEMORANDUM.

This award embodies the recommendations arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.