

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 Building, 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 on the 9th day of September, 1946, and shall continue in force until the 9th day of September, 1947, 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 5th day of September, 1946.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Safety Clause

1. Notwithstanding the nature of the 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 rate of pay:—

		Per Hour.	
		s.	d.
Carbonizer chergemen	3	2½
Carbonizer operators	2	10½
Briquette-plant foreman	3	3¾
Briquette-plant operators (mixer and platform)	3	0¾
Briquette-plant greaser	2	11
Crusher operator	3	0¾
Engine-drivers	3	1¼
Tar-plant operator	2	11¾
Gas-engine operator	2	11¾
Conveyor operators	2	11¾
Foreman labourer	3	1¼
Welder	3	3¼
Yardman	2	10½
All other workers	2	10½

(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.
From fifteen to sixteen years of age	1	2½
From sixteen to seventeen years of age	1	4
From seventeen to eighteen years of age	1	8
From eighteen to nineteen years of age	2	0
Over nineteen years of age, full rates as in subclause (a).			

Shift Allowance

3. Workers employed on afternoon or night shift shall be paid 2s. 9d. per shift in addition to their ordinary rate of pay.

Special Payments

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

(b) The following jobs shall be classified as dirty work, and workers employed on such jobs shall be paid 4s. extra per day or part of a day while so employed: cleaning tar and oil tanks; oil-ponds; pitch-pump basement; pitch-tank; carbonizer and predryers; separating tanks and precooler seals after shut-down; elevator pit; and 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; men employed cleaning side flues; predryers; raw gas-pipes and louvres; and cleaning mixer.

(c) 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.

Increase in Rates of Remuneration

5. The general order made under the Rates of Wages Emergency Regulations 1940, and dated the 31st March, 1942, shall be deemed to be incorporated in this award and shall have effect according to its tenor.

Payment of Wages

6. All wages shall be paid fortnightly in the employer's time.

Hours of Work

7. (i) *Conditions applying to Shift-workers.*—(a) The ordinary hours of work for shift-workers shall not exceed forty 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 employer 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 on Saturday shall be paid for at the rate of time and a half for the first four hours thereafter double time, computed on the rates mentioned in clause 2 hereof.

(d) Time worked on Sundays shall be paid for at double ordinary rates.

(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 per week or eight per day, to be worked between the hours of 8 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

(b) Time worked outside or in excess of the daily hours prescribed in the immediately preceding subclause shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter, computed on the rates mentioned in clause 2 hereof.

(c) All time worked on Sundays shall be paid for at double ordinary rates.

Holidays

8. (a) The following holidays shall be allowed and paid for when they fall on a day on which a worker is rostered to work: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, and Boxing Day.

(b) Where any worker has worked for more than one employer during the fortnight ending on the day on which the holiday occurs he shall be entitled to receive payment for the holiday from such one or more of those employers, and if more than one, in such proportions as the Inspector determines.

(c) In the event of a holiday, except Anzac Day, falling on a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on a Monday, such other holiday shall be observed on the succeeding Tuesday.

(d) All time worked on the above-mentioned holidays shall be paid for at time and a half rates in addition to the holiday payment.

(e) In the event of any of the above-mentioned days falling on the day any shift-worker has his normal day off, he shall be paid for the holiday.

Annual Holidays

9. (a) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

(b) For the purpose of this clause, full pay shall be deemed to mean average weekly earnings of the workers (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 of the latter, shall be counted as time worked: Provided, however, that the total time counted for sickness shall not exceed two weeks.

Tea-money

10. 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 2s. per meal, provided that such workers have not had sufficient notice to bring extra meals.

The provisions of clause 5 of this award increasing rates of remuneration shall not apply to the tea-money payment provided for in this clause.

Transfer of Duties

11. (a) If a worker is temporarily transferred 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 transferred is paid for at a higher rate than that from which he is transferred, 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

12. (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 dining-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 the shift-workers.

(f) First-class coal shall be supplied to the workers who are householders at £1 5s. per ton, but no employee shall be allowed more than one sack per week.

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

(h) When regular train services are not available, the employer shall supply transport for the workers.

Workers to be Members of Union

13. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years and upwards, and every other person who for the time being is in receipt of not less than the minimum rates of wages prescribed by the 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 the workers the right to join the union.)

Term of Award

14. This award shall come into force on the 9th day of September, 1946, and shall continue in force until the 9th day of September, 1947.

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 5th day of September, 1946.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The matters settled by the Court related to wages, hours of work, and overtime (clauses 7 (i) (c) and 7 (ii) (a) and (b)), rate of payment for time worked on holidays, and term of award.

Mr. Prime is not in agreement, and his dissenting opinion follows.

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. PRIME

I disagree with the increased rates of wages awarded.