

WAIKATO CARBONISATION, LTD., EMPLOYEES.—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 12th day of November, 1947, between the Waikato Carbonisation, Ltd., Employees' Industrial Union of Workers and the Waikato Carbonisation Co., Ltd.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 12th day of November, 1947, between the Waikato Carbonisation, Ltd., Employees' Industrial Union of Workers, of the one part, and the Waikato Carbonisation 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 industrial agreement for the purposes of the said regulations.

Dated this 8th day of December, 1947.

[L.S.]

A. TYNDALL, Judge.

WAIKATO CARBONISATION LIMITED EMPLOYEES.—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 12th day of November, 1947, between the Waikato Carbonisation Limited Employees' Industrial Union of Workers, being duly incorporated and registered under the provisions of the Industrial Conciliation and Arbitration Act, 1925 (hereinafter called "the industrial union"), of the one part, and the Waikato Carbonisation Company, Limited, a limited-liability company duly incorporated in New Zealand and carrying on business in Auckland and elsewhere in New Zealand pursuant to the

provisions of the Companies Act, 1933 (hereinafter called "the employer"), 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 hereto, and they shall be deemed to be and are hereby declared to form part of this agreement.

2. That 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.

3. This agreement shall come into force on the 2nd day of October, 1947, and shall continue in force until the 1st day of October, 1948.

In witness whereof the parties hereto have executed these presents on the day and year first above written.

The common seal of the Waikato Carbonisation Limited Employees' Industrial Union of Workers was hereto set and impressed by order of the committee thereof this 12th day of November in the presence of—

[L.S.]

J. T. WOOD, President.
A. TURTON, Secretary.

The common seal of the Waikato Carbonisation Limited was hereto affixed by the authority and in the presence of—

[L.S.]

L. WILSON, Director.
F. BROOKE TAYLOR, Director.
H. J. TUCK, Secretary.

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 carbonisers and predryers necessary to ensure the safety of the plant.

Wages

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

	s.	d.
Carboniser chargemen	3	8
Carboniser operators	3	3
Briquette-plant foreman	3	8 $\frac{1}{4}$
Briquette-plant operators (mixer and platform)	3	5 $\frac{1}{4}$
Briquette-plant greaser	3	3 $\frac{1}{2}$
Crusher operator	3	5 $\frac{1}{4}$
Engine driver	3	6
Tar plant operators	3	4 $\frac{1}{4}$
Gas engine operator	3	6
Conveyor operators	3	4 $\frac{1}{4}$
Foreman labourer	3	5 $\frac{3}{4}$
Welder	3	7 $\frac{3}{4}$
Wax plant operators	3	5 $\frac{3}{4}$
Yardmen	3	3
All other workers	3	3

Shift Allowance

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

Special Payments

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

(b) All workers shall be paid 1s. 6d. per day dirt money; retrospective as to half claim between 2nd October, 1947, and confirmation by Court less any dirt money already paid in interim.

Payment of Wages

5. All wages shall be paid fortnightly in the employers time.

Hours of Work

6. (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 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 Saturdays 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

7. (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 holidays falling on the day any shift-worker has his normal day off he shall be paid for the holiday.

Annual Holidays

8. (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 six weeks.

Tea Money

9. 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. 6d. per meal, provided that such worker has not had sufficient notice to bring extra meals.

Transfer of Duties

10. (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 his 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

11. (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.