

**WAIKATO CARBONISATION LTD. EMPLOYEES—INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 24th day of August, 1949, between the Waikato Carbonisation, Limited, Employees' Industrial Union of Workers and Waikato Carbonisation, Limited.

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 24th day of August, 1949, between the Waikato Carbonisation, Limited, Employees' Industrial Union of Workers, of the one part, and Waikato Carbonisation, Limited, 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 3rd day of October, 1949.

[L.S.]

A. TYNDALL, Judge.

**THE WAIKATO CARBONISATION LIMITED, EMPLOYEES—INDUSTRIAL AGREEMENT**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, this 24th day of August 1949, 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 Waikato Carbonisation 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.

### 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. The following shall be the minimum rates of pay :—

	Per Hour.	
	s.	d.
Carboniser chergeman .. .. .	4	0 $\frac{1}{2}$
Carboniser operators .. .. .	3	7 $\frac{1}{2}$
Briquette plant foreman .. .. .	4	0 $\frac{3}{4}$
Briquette plant operators (mixer and platform)	3	9 $\frac{3}{4}$
Briquette plant greaser .. .. .	3	8
Crusher operator .. .. .	3	9 $\frac{3}{4}$
Tar plant operators .. .. .	3	8 $\frac{3}{4}$
Engine driver .. .. .	3	10 $\frac{1}{2}$
Gas engine driver .. .. .	3	10 $\frac{1}{2}$
Conveyor operator .. .. .	3	8 $\frac{3}{4}$
Foreman labourer .. .. .	3	10 $\frac{1}{4}$
Welder .. .. .	4	0 $\frac{1}{4}$
Wax-plant operator .. .. .	3	10 $\frac{1}{4}$
Yardmen .. .. .	3	7 $\frac{1}{2}$
All other workers .. .. .	3	7 $\frac{1}{2}$

#### *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 2s. per day dirt money.

*Payment of Wages*

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

*Hours of Work*

6. (i) Conditions applying to shiftworkers—

(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 three 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 three hours, thereafter double time, computed on the rates mentioned in clause 2 hereof.

(d) Time worked on Sunday 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 hours 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 Sunday 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 a 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 Saturday or Sunday, such holiday shall be observed on the succeeding Monday, and in 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 double ordinary 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) Fifteen days inclusive of Christmas Day, Boxing Day and New Year's Day shall be granted to employees who have been in the employ of the company for eight years or more and who have given a full year's service during the year in which the holidays are granted. The annual holiday pay for such employees shall be  $\frac{3}{49}$ ths of the gross earnings over the period of service for which the holiday is being allowed; and this amount shall be deemed to include payment for Christmas Day, Boxing Day and New Year's Day.

(b) For other employees the annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944. For the purpose of this clause, full pay shall be deemed to mean average weekly earnings of the workers (including ordinary and over-time payments) calculated on the period of service for which the holiday is being allowed.

(c) 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.

(d) Holiday pay shall be paid on the last pay day prior to the commencement of the agreed annual holiday period.

#### *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 the 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 bath-house 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 maintained.

(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 the workers who are householders at 25s. per ton and each employee shall be allowed for his requirements up to but not exceeding 6 ton per annum.

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

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

*Term of Agreement*

This agreement shall come into force on the 1st day of June 1949, and shall continue in force until the 31st day of May 1950.

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

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

[L.S.]

J. T. WOOD, President.

A. TURTON, Secretary.

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

[L.S.]

C. E. TENNANT, Director.

F. BROOKE TAYLOR, Director.

H. J. TUCK, Secretary.