

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

*[Filed in the Office of the Clerk of Awards, Auckland]*

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, this 26th day of October 1955, 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.

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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 rates of pay :

	Per Hour
	s. d.
Carbonizer Chargeman .....	5 3
Carbonizer Operators .....	4 9 $\frac{1}{4}$
Briquette Plant Foreman .....	5 3 $\frac{1}{4}$
Briquette Plant Operators (Mixer and platform) .....	4 11 $\frac{3}{4}$
Briquette Plant Greaser .....	4 9 $\frac{3}{4}$
Crusher Operator .....	4 11 $\frac{3}{4}$
Tar Plant Operators .....	4 10 $\frac{3}{4}$
Engine Driver .....	5 0 $\frac{3}{4}$
Gas Engine Driver .....	5 0 $\frac{3}{4}$
Conveyor Operator .....	4 10 $\frac{3}{4}$
Foreman Labourer .....	5 0 $\frac{1}{2}$
Tractor Driver .....	5 0 $\frac{1}{4}$
Wax Plant Operator .....	5 0 $\frac{1}{2}$
Yardmen .....	4 9 $\frac{1}{4}$
All other workers .....	4 9 $\frac{1}{4}$

*Increase in Rates of Remuneration*

3. The rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilization Regulations 1953, and dated the 28th day of October 1954.

(EXPLANATORY NOTE.—The general order of the 28th October 1954 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 13 per cent thereof, but excluded from the scope of the increase—

(1) Such portion of the remuneration of each worker in each week as exceeded the amount of £12 in the case of adult male workers, the amount of £9 in the case of adult female workers, and the amount of £7 in the case of male and female workers under the age of twenty-one years; and

(2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term “remuneration” means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

*Shift Allowance*

4. Workers employed on afternoon or night shift shall be paid 3s. 6d. per shift in addition to their ordinary rate of pay.

*Special Payments*

5. All workers shall be paid 2s. 3½d. per day dirt money.

*Payment of Wages*

6. All wages shall be paid fortnightly in 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 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 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*

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 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 a 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 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*

9. (a) Fifteen days inclusive of Christmas Day, Boxing Day, and New Year's Day shall be granted to employees who have been in the continuous employ of the company for five 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 overtime 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*

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 3s. 6d. per meal provided that such worker has not had sufficient notice to bring extra meals.

#### *Transfer of Duties*

11. (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*

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 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) Six 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 and suitable gloves 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.

(i) When an employee has been in the company's service for six consecutive months exclusive of time lost through accident or sickness, he shall be entitled to one pair of overalls, and one pair every nine months thereafter.

(j) The Company will supply four pairs of gumboots for the use of the Machine House operators when cleaning out the Tar Cellar, Tar and Oil tanks and Oil Settling Pond.

(k) The Company will allow one half day during the shutdown period to all members of the Union for the purpose of holding the annual meeting.

#### *Matters Not Provided For*

13. Should any disputes or differences arise in connection with any matter not provided for in this award it should be settled by three representatives of the employers and three representatives of the union. If such committee is unable to decide the matter it may refer the matter to the Court of Arbitration, or either party may appeal to the Court of Arbitration from the decision of such committee upon giving the other party fourteen days notice in writing of intention so to appeal.

#### *Term of Agreement*

This agreement shall come into force on the 27th day of October 1955 and shall continue in force until the 27th day of October 1956.

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.]

M. G. PITT, President.  
J. ASHCROFT, Secretary.

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

[L.S.]

H. MORPETH, Director.  
A. B. JONES, Director.  
H. J. TUCK, Secretary.