
THE WAIKATO CARBONISATION LTD., 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 29th day of December 1961, between the Waikato Carbonisation Ltd. Employees' Industrial Union of Workers, being duly incorporated and registered under the provisions of the Industrial Conciliation and Arbitration Act 1954, (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 1955, (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

				Per Hour
				s. d.
2. The following shall be the minimum rates of pay:				
Carboniser chergeman	..	..	..	6 11 $\frac{1}{4}$
Carboniser operators	..	..	..	6 5 $\frac{1}{2}$
Briquette plant foreman	..	..	..	6 11 $\frac{1}{2}$
Briquette plant operators (mixer and platform)	..	..	..	6 6 $\frac{3}{4}$
Briquette plant greaser	..	..	..	6 4 $\frac{1}{4}$
Crusher operator	..	..	..	6 6 $\frac{3}{4}$
Tar plant operator	..	..	..	6 5 $\frac{1}{2}$
Engine driver	..	..	..	6 8
Conveyor operator	..	..	..	6 5 $\frac{1}{2}$
Foreman labourer	..	..	..	6 8
Tractor driver	..	..	..	6 7 $\frac{1}{4}$
Yardmen	..	..	..	6 3 $\frac{1}{2}$
All other workers	..	..	..	6 3 $\frac{1}{2}$

Shift Allowance

4. Workers employed on afternoon or night shift shall be paid 3s. 6d. per shift in the case of afternoon shifts and 5s. 6d. per shift in the case of night shifts in addition to their ordinary rates of pay.

Special Payments

5. (a) All workers shall be paid 2s. 6d. per shift dirt money.

(b) Workers employed at the following work shall be paid 10s. per hour while so employed.

- (i) Cleaning the inside of the retorts.
- (ii) Cleaning tar tanks and prestill.
- (iii) Cleaning oil ponds.
- (iv) Cleaning pre-cooler seals and tanks, and water cooler seals.
- (v) Cleaning disintegrator seals.
- (vi) Cleaning mixer and pitch tanks in and outside the briquette plant.
- (vii) Cleaning carboniser gas pipes Wilton still and blowing still provided that it is necessary for the workers to go inside the pipes or stills.

The payment of this special rate shall be limited to four workers for four weeks for the work specified in paragraph (i) and to four workers for four weeks for the work specified in paragraphs (ii) to (v) inclusive, and to two workers for one week for the work specified in paragraph (vi).

(c) Workers employed on cleaning and blackleading the inside of boiler drums shall be paid 1s. 1 $\frac{3}{4}$ d. per hour extra with a minimum of 2s. 6d. per day.

(d) Carboniser chergeman shall be paid 2s. per shift extra while cleaning side flues, louvres, fans and raw gas pipes (while the plant is in operation).

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 40 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 40 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 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 three-forty-ninths of the gross earnings over the period of service for which the holiday is being allowed.

(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.

Sick Leave

10. Any worker who is unable to perform his duties on account of sickness shall, on production of a medical certificate, be entitled to seven working days sick leave on ordinary pay per annum. Sick leave shall not be cumulative. For the purposes of this clause "ordinary pay" shall not be deemed to include overtime or any of the special payments provided in clauses 4 and 5 of this agreement.

Tea Money

11. 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 6s. 2d. per meal provided that such worker has not had sufficient notice to bring extra meals.

Transfer of Duties

12. (a) If a worker is temporarily transferred from work for which a higher rate of pay is provided in the agreement 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 one fortnight when he shall be entitled to one week's notice before reverting to his lower rate.

General Conditions

13. (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 12 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 lift 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) On commencing employment each worker shall be issued with two pairs of overalls and shall be entitled to one pair of overalls every nine months thereafter, but, if at any time during the first six months the worker shall leave his employment the cost of overalls shall be deducted from the wages due to him.

(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.

(l) A morning break of 10 minutes shall be allowed without deduction of pay to all workers.

Matters Not Provided For

14. Should any disputes or differences arise in connection with any matter not provided for in this agreement 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 to the other party 14 days notice in writing of intention so to appeal.

Workers to be Members of Union

15. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of the Waikato Carbonisation Limited Employees' Industrial Union of Workers.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 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 agreement for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(c) Every person, who being obliged to become a member of the union by the operation of the foregoing provisions, fails to become a member of the union when requested so to do by his employer or any officer or representative of the union commits a breach of the agreement, and shall be liable accordingly.

NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.

Term of Agreement

16. This agreement shall come into force on the 10th day of December 1961, and shall continue in force until the 30th day of November 1963.

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

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

[L.S.]

H. MORPETH.
A. B. JONES.
G. L. COLLINS.

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

[L.S.]

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