

WAIKATO CARBONISATION LIMITED EMPLOYEES -
INDUSTRIAL AGREEMENT

This Industrial Agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, this 15th day of April 1970, 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 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

2. The following shall be the minimum rates of pay:

		Per Hour Cents
Carboniser Chageman	..	113.0
Carboniser Operators	..	104.7
Briquette Plant Foreman	..	112.8
Briquette Plant Operators (Mixer and platform)	..	106.5
Briquette Plant Greaser	..	103.8
Crusher Operator	..	106.7
Tar Plant Operator	..	104.7
Engine Driver	..	108.2
Conveyor Operator	..	105.3
Foreman Labourer	..	113.0
Tractor Driver	..	107.0
Yardmen	..	102.9

SHIFT ALLOWANCE

3. Workers regularly employed on three rotating shifts shall be paid 67.4 cents per shift.

Briquette plant workers regularly employed on backshift shall be paid 92.6 cents for each backshift worked.

SPECIAL PAYMENTS

4. (a) All workers shall be paid 34.3 cents per shift dirt money.
- (b) Workers employed at the following work shall be paid 155.2 cents per hour while so employed.
- (i) Cleaning the inside of the retorts.
 - (ii) Cleaning tar tanks and prestill.
 - (iii) Cleaning oil ponds.
 - (iv) Cleaning precooler seals and tanks, and water cooler seals.
 - (v) Cleaning disintergrator seals.
 - (vi) Cleaning mixer and pitch tanks in and outside the briquette plant and pitch well of 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.
- (c) Workers employed on cleaning in confined spaces in the boilers and on cleaning and blackleading the inside of boiler drums shall be paid 22.9 cents per hour extra with a minimum of 45.8 cents per day.
- (d) Carbonizer-chargeman shall be paid 27.4 cents per shift extra while cleaning side flues, louvres, fans, and raw gas pipes (while the plant is in operation).
- (e) Workers employed on cleaning the water coolers shall be paid 18.6 cents per hour extra while so employed.
- (f) Whilst two retorts are in operation carbonizer chargeman shall receive 6.2 cents per hour extra; carbonizer operators (excluding the extra man) and crusher operators shall receive 3.1 cents per hour extra.
- (g) Chargemen and top hands shall be paid 50 cents per shift extra when operating the gas producer.

PAYMENT OF WAGES

5. All wages shall be paid fortnightly in the employer's 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 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 7.30 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

7. (a) The following holidays shall be allowed and paid for when they fall on a day on which the worker is rostered to work: New Year's Day, and the day following, 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 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

8. (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 $\frac{3}{49}$ ths 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 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 day prior to the commencement of the agreed Annual Holiday period.

SICK LEAVE

9. 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 3 and 4 of this agreement.

The seven working days sick leave can include up to two days bereavement leave following the death of an employee's wife, parents, legal guardians, children or wards, brothers or sisters.

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 80.8 cents 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 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

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 twelve 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 carbonettes shall be supplied to the workers who are house-holders at \$5.00 per ton and each employee shall be allowed for his requirements up to but not exceeding 6 ton per annum, or alternatively at the option of the employee, up to 8 tons of first class domestic coal per annum at \$1.00 per ton.

(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) Machine house operators shall be paid 0.7 cents per hour in lieu of gumboots.

(k) Yard workers shall be paid 17.1 cents per shift wet weather allowance in lieu of the supply of water-proof clothing by the Company.

(l) 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.

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

MATTERS NOT PROVIDED FOR

13. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district.

If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman, upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

UNQUALIFIED PREFERENCE

14. (a) Any adult person engaged or employed in any position or employment subject to this Agreement by any employer bound by this Agreement shall, if he is not already a member of a union of workers bound by this Agreement, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case

may require.

(b) Subject to sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this Agreement so long as he continues in any position or employment subject to this Agreement.

(c) Every worker obliged under sub-clause (a) hereof to become a member of a union who fails to become a member, as required by that sub-clause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with sub-clause (b) hereof commits a breach of this Agreement.

(d) Every employer bound by this Agreement commits a breach of this Agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by an officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purpose of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this Agreement.

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

TERM OF AGREEMENT

15. This agreement shall come into force on the 13th day of March 1970, and shall continue in force until the 1st day of February 1971.

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

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

C.E. TENNENT

A. B. JONES

G. L. COLLINS