

**NATIONAL CARBON PTY. LTD. DRY CELL BATTERY MANUFACTURING
EMPLOYEES—INDUSTRIAL AGREEMENT**

[Filed in the Office of the Clerk of Awards, Wellington]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 17th day of June 1960, between National Carbon Pty Ltd., (hereinafter called the "employer") of the one part and the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers (hereinafter called the "union") of the other part whereby it is mutually agreed by and between the said parties as set out in the following Schedule:

Clause 1—Industry to Which Agreement Applies

This agreement shall apply to the manufacture of dry cell batteries.

Clause 2—Hours of Work

Eight hours shall constitute a day's work, to be worked on five days of the week, Monday to Friday, both days inclusive, and shall be worked between the hours of 7.30 a.m. and 5 p.m. The time of starting and ceasing work between these hours shall be mutually arranged, provided there is a break of not more than one hour for lunch. An ordinary week's work shall not exceed 40 hours in any one week.

Clause 3—Shifts

(a) This clause shall have no application to a worker required to work shifts outside of the hours prescribed in clause 2 on less than four consecutive working days.

(b) Shifts may be worked as required by the employer. The ordinary hours of work of a shift worker shall not exceed five eight-hour shifts in any week, to be worked between the hours of midnight Sunday and 7 a.m. Saturday.

(c) The commencing-hour for day shifts shall not be earlier than 7 a.m., instead of the commencing-hour of 7.30 a.m. mentioned in clause 2, or such other hour as may be agreed upon by the employer and the local union secretary.

An "afternoon shift" means any shift commencing after 12 noon and finishing at or before midnight, and a "night shift" means any shift finishing subsequent to midnight and at or before 8 a.m.

(d) A worker employed on an afternoon or night shift shall, while so employed, be paid 3s. 6d. per shift in addition to ordinary rates.

(e) Except as provided in subclause (a) hereof, in the case of overtime on shift-work, overtime shall be payable only after eight hours' work on any shift or after five shifts in any week, and shall then be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that overtime rates shall not be payable where the overtime arises from arrangements between employees themselves.

(f) Where it is practicable, shifts shall be worked on a regular rotation.

Clause 4—Overtime

(a) All work done in excess or outside of the hours mentioned in clause 2 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first three hours in any one day and double time thereafter. Any worker who is called back after 10 p.m. or before 6 a.m. or after 12 noon on Saturday shall be paid double time rates.

(b) Any worker having worked for 24 hours, inclusive of intervals for meals, shall not be compelled to continue working. If he does continue working he shall be paid double rates for all time worked on the second day.

(c) Any worker having worked all day and night and being required to continue working on into the next day shall be paid double rates for all such time worked on the second day.

(d) Any worker having worked all day and having continued to work until midnight shall be given eight hours off or be paid double time for all time worked on the second day.

(e) Where a worker is required to work overtime in the terms of subclause (a) hereof after the ordinary hours of ceasing work for the day and where such period is broken, except for meal intervals. After at least four hours' overtime has been worked, no worker shall be called upon to resume work until a period of eight hours has elapsed unless double rates are paid for all time worked following such resumption of work.

(f) Any worker required to commence work after the last available public vehicle to him, or the cessation of public wheeled traffic, or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic, shall be paid for time occupied in travelling to or from his home, computed on 3 miles per hour, at ordinary rates of pay. If a conveyance is provided for the worker by his employer, he shall not be entitled to a payment for travelling-time. For the purpose of this agreement "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to or from their work.

(g) No worker shall work overtime on Friday nights except on urgent or break-down work. As far as possible, overtime shall not be worked on the night of the union's regular monthly meeting.

(h) The employer shall allow meal-money at the rate of 5s. per meal when workers are called upon to work overtime after 6 p.m. on Monday, Tuesday, Wednesday, Thursday, or Friday, or after 1 p.m. on Saturday and/or Sunday, unless such workers can reasonably get home for a meal and return to their work in one hour, in which case the meal allowance need not be paid.

(i) Supper and crib time when working overtime shall be paid for.

(j) When working overtime under conditions where a worker cannot obtain a meal without incurring extra travelling-expense, the employer shall reimburse such extra expense.

(k) When overtime is required, full-time employees' shall receive first preference.

Clause 5—Holidays

(a) The following holidays shall be allowed and paid for: New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day (or a day to be substituted therefor.)

(b) A worker employed at any time during the fortnight ending on the day of any holidays mentioned in subclause (a) shall be entitled to payment for the holiday, an amount equal to one tenth of his wages for an ordinary working day multiplied by the number of ordinary working days upon which he was employed during the fortnight by that employer.

Where on any working day during the aforementioned fortnight a worker has not otherwise been in employment in which he is entitled to payment for the holiday, the employer who last employed him in a factory during that fortnight shall be liable to pay him in respect of each day on which he was not otherwise employed as aforesaid, an amount equal to one tenth of his wages for an ordinary day.

For the purpose of this subclause a certificate in writing by any person that he has not for any period during the said fortnight been employed on an ordinary working day in any employment for which he is entitled to payment for any of the holidays mentioned in subclause (a) shall be prima facie evidence of the fact. No worker shall be entitled to receive payment for more than the equivalent of one day's wages for any such holiday.

(c) For work done on any of the above holidays or on Sundays, double time shall be paid.

(d) Notice of closing down for Christmas holidays shall be posted in a conspicuous place for at least four weeks before the holidays.

(e) The provisions of the Public Holidays Act 1955, which deals with the transfer of public holidays, shall be deemed to be incorporated in this agreement.

Clause 6—Annual Holidays

Annual holidays shall be allowed in the terms of the Annual Holidays Act 1944.

Clause 7—Wages

The following shall be the minimum wages payable under this award:

(a) Mixer, 6s. 1½d. per hour. All other adult male workers, 5s. 11½d. per hour.

(b) Youths may be employed at not less than the following weekly rates:

Age Commencing	First Six Months	Second Six Months	Third Six Months	Fourth Six Months	Fifth Six Months	Sixth Six Months	Seventh Six Months	Eighth Six Months	Ninth Six Months	Tenth Six Months
Under 17 ..	68/4	76/8	86/8	99/2	113/4	126/8	138/4	156/8	162/6	175/10
17 to 18 ..	76/8	90/10	102/6	116/8	129/2	147/6	156/8	175/10	..	..
18 to 19 ..	91/8	105/-	120/-	146/8	156/8	175/10	..	..	..	..
19 to 20 ..	120/-	138/4	156/8	175/10	..	..	..	..	..	..
20 to 21 ..	138/4	175/10	..	..	..	..	..	..	..	..

And thereafter, or on attaining the age of 21 years, not less than the appropriate adult rate according to the class of work he is called upon to perform.

(c) Female workers shall be paid not less than the following minimum weekly rates of wages:

Age Commencing	First Six Months	Second Six Months	Third Six Months	Fourth Six Months	Fifth Six Months	Sixth Six Months	Seventh Six Months
Under 17	61/8	74/2	83/4	94/2	110/10	124/2
17 to 18	71/8	83/4	94/2	105/-	121/8	133/4
18 to 19	79/2	90/-	105/-	120/-	130/10	..
19 to 20	88/4	101/8	117/6	130/-	..	..
20 to 21	97/6	116/8	..	..	..	..

And thereafter, or on attaining the age of 21 years, not less than £8 3s. 4d per week.

Clause 8—Requirements of Economic Stabilisation Regulations

No worker bound by this agreement shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this agreement if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Clause 9—Special Rates

(a) *Chargemen*—Where a worker has been specially directed by his employer to take charge of any department and has under his control not less than four other workers, he shall be paid 2s. 10½d. per day extra above the minimum rates provided in this agreement.

(b) Mixers and other workers while working and handling free and dry carbon black in dry battery work shall be paid 2s. 3½d. per day extra as dirt money.

(c) *Work Not Proceeded With*—When workers are employed in a department under conditions requiring them to present themselves for work at the commencement of the day, or when workers are ordered to work at a certain time and work is not available, they shall be paid a minimum of one hour; Provided that, if required by the employer, they shall stand by the job during such hour.

Clause 10—Payment of Wages

(a) All wages shall be paid weekly not later than Thursday and in the employers time.

(b) All wages due to workers shall be paid immediately on termination of employment.

(c) No deduction shall be made from the wages of any weekly worker except for the worker's default or sickness.

Clause 11—General Provisions

(a) It shall be the duty of the employer to provide lockers or other suitable accommodation wherein employees may keep their clothes, good ventilation, and proper sanitary arrangements, also a sufficient supply of boiling water at mealtimes and for washing at knocking-off times.

(b) The employer shall provide the necessary facilities for workers to wash. Such shall include a supply of hot and cold water.

(c) Suitable dining-room accommodation and dressing-room accommodation shall be provided for workers.

(d) Shower-baths with a supply of hot and cold water, together with soap and other cleansing-materials, shall be provided for the use of employees.

(e) Clean towels made of suitable material shall also be provided for the use of employees.

(f) Overalls shall be provided for all females and to carbon mixers, stampers, and waxers, and to any other workers for whom it is mutually agreed between the union and the employer that such is necessary.

(g) Workers provided for in subclause (b) of clause 9 shall be allowed 20 minutes' shower-time at the end of each day's work. Bobbin stampers shall be allowed 10 minutes washing-time per day.

(h) A rest period of 10 minutes shall be allowed each morning and afternoon and in cases where overtime is worked for a continuous period in excess of two hours, a rest period of 10 minutes shall be allowed after each complete two hours worked.

Clause 12—Piecework and Premium Bonus

Work may be done by piecework or on the premium-bonus system, but in either case at such rates as shall secure to a competent worker at least 10 per cent. more than the minimum rate provided in this agreement: Provided that if any workers employed under any system of payment by results are dissatisfied with the rate fixed by the employer, they may refer the dispute to a committee, as provided in clause 17 of this agreement.

On the introduction of any system of payment by results after the coming into operation of this agreement, the employer shall give written notice to the secretary of the union within seven days.

Clause 13—"Smoke-oh"

Except at jobs where smoking is prohibited because it is unsafe, time at which smoking shall be permitted in the workshops shall be mutually arranged between the employers and the workers in each case.

Clause 14—Accidents

A modern first-aid emergency case, full equipped, shall be kept in a convenient and accessible place in the works and shall be open to inspection once a month by a union official; also, provision shall be made for a supply of hot water at short notice.

Clause 15—Termination of Employment

In the case of weekly workers one week's notice of the termination of employment shall be given by either party. This shall not prevent an employer from summarily dismissing a worker for misconduct.

Where the employment is terminated by either party without notice and without good cause, one week's wages shall be paid or forfeited in lieu of notice.

Clause 16—Access to Workshops

The secretary or other authorised representative of the local union of workers concerned shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business. The employer shall give recognition to any worker who is appointed shop steward in the establishment in which he is employed.

Clause 17—Disputes Committee

Should any dispute or difference arise in connection with any matter not provided for in this agreement, it shall be settled between the particular employer concerned and two representatives of the local branch of the union. If no settlement is arrived at, then such dispute shall be referred to a disputes committee consisting of two representatives of the employers and two representatives of the union for their decision. 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.

Clause 18—Workers to be Members of the Union

(a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 any industrial union of workers bound by this agreement.

(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 any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this 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.)

Clause 19—Under Rate Workers

(a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of any employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Clause 20—Application of Agreement

This agreement shall apply to the National Carbon Pty. Ltd.

Clause 21—Scope of Agreement

This agreement shall operate throughout the Wellington Industrial District.

Clause 22—Term of Agreement

This agreement, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 13th day of July 1960 and so far as all other provisions of the agreement are concerned it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 14th day of July 1962.

Signed on behalf of—

The New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers:

[L.S.]

J. NEALE, National Secretary.

National Carbon Pty. Ltd.: C. P. CLARKSON.