

UNION CARBIDE NEW ZEALAND PTY. LTD. DRY CELL BATTERY
MANUFACTURING EMPLOYEES—AWARD

In the Court of Arbitration of New Zealand, Wellington Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned company (hereinafter called “the employers”):

Union Carbide New Zealand Pty. Ltd., 7 Vivian Street, Wellington.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, doth hereby order and award:

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth

hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 6th day of November 1964 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 27th day of November 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Industry to which Award Applies

1. This award shall apply to the manufacture of dry cell batteries.

Hours of Work

2. 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.

Shifts

3. (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 5s. 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.

Overtime

4. (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 three 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 award "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 breakdown 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. 2d. 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.

(l) All work performed during a worker's normal meal break shall be paid for at overtime rates until a meal break is allowed.

Holidays

5. (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 deal with the transfer of public holidays, shall be deemed to be incorporated in this award.

Annual Holidays

6. (a) Annual holidays shall be allowed in the terms of the Annual Holidays Act 1944.

(b) In lieu of two weeks' annual holiday, shift workers regularly and continuously employed on afternoon or night shift or on three rotating shifts shall be allowed three weeks' annual holiday upon the completion of each year's service. The third week's holiday may be allowed either in conjunction with or separately from the first two weeks as the employer may decide.

Wages

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

(a) Mixer, 6s. 5½d. per hour. All other adult male workers, 6s. 3d. per hour.

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

	Per Week		
	£	s.	d.
Under 17 years of age	4	12	3
17 to 18 years of age	5	7	8
18 to 19 years of age	5	17	11
19 to 20 years of age	6	8	2
20 to 21 years of age	7	8	8

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:

	Per Week		
	£	s.	d.
Under 17 years of age	3	11	9
17 to 18 years of age	4	2	0
18 to 19 years of age	4	12	3
19 to 20 years of age	5	2	6
20 to 21 years of age	5	12	9

And thereafter, or on attaining the age of 21 years, not less than £8 15s. per week.

Special Rates

8. (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 3s. per day extra above the minimum rates provided in this award.

(b) Mixers and other workers while working and handling free and dry carbon black in dry battery work shall be paid 2s. 6d. 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.

Payment of Wages

9. (a) All wages shall be paid weekly not later than Thursday and in the employer's 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.

General Provisions

10. (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 8 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.

Piecework and Premium Bonus

11. 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 award: 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 16 of this award.

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

Smoko

12. 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.

Accidents

13. A modern first aid emergency case, fully 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.

Termination of Employment

14. 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.

Access to Workshops

15. 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.

Disputes Committee

16. Should any dispute or difference arise in connection with any matter not provided for in this award, 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.

Unqualified Preference

17. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, 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 subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, 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 subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any 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 purposes 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 award.

(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.)

Under-rate Workers

18. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award 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 an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award

19. This award shall apply to the Union Carbide New Zealand Pty. Ltd.

Term of Award

20. This award, 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 7th day of November 1962, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 6th day of November 1964.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 27th day of November 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 17 in the award in the form in which it was agreed upon in the Council of Conciliation.

The rates of remuneration prescribed by this award are *not* to be increased by the application of the provisions of the Court's general order of 4 July 1962.

K. G. ARCHER, Judge.
