

ALCAN INDUSTRIES LTD., WORKS 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, 1954, this 19th day of December, 1962 between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (hereinafter called the union) of the one part and Alcan Industries Ltd., (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, and they shall be deemed to be and are hereby declared to form part of the 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, stipulations, and provisions respectively required to be done, observed and performed and shall not do anything contrary to this agreement or to its terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

Industry to Which Agreement Relates

1. This agreement shall apply to the conditions of employment of workers employed in connection with the casting and fabrication of aluminium, aluminium alloys and related products.

Hours of Work

2. (a) *Day Workers*—The ordinary hours of work (other than shift workers) shall not exceed 40 per week, nor more than eight per day on the five days of the week Monday to Friday inclusive between the hours of 7.30 a.m. and 5 p.m.

The hours of starting and ceasing work between these hours shall be mutually arranged with a break of not more than one hour or less than half an hour for lunch.

(b) *Shift Workers*—This clause shall have no application to a worker required to work shifts outside of the hours prescribed in subclause (a) of this clause on less than five consecutive working days.

Shifts may be worked as required by the employer, known as day, afternoon and night shifts.

(c) The hours of work at ordinary rates for shift workers, shall not exceed 40 per week to be worked on five days of the week Monday to Friday inclusive and not more than eight hours per day inclusive of half an hour for a meal. Work shall be performed in two or three shifts and shifts shall rotate.

A shift allowance shall be paid each shift worker and in respect of such allowance the employer shall be at liberty to differentiate in rates between day, afternoon and night shifts. Provided, however, that the allowance in respect of the complete cycle of three shifts shall be the sum of 10s. 9½d.

Where day and afternoon shifts only are worked, the employer shall be at liberty to differentiate the shift rate between the respective shifts. Provided, however, that the allowance in respect of the complete cycle of the said two shifts shall be the sum of 6s. 2d.

Overtime

3. (a) Time worked outside or in excess of the hours prescribed in clause (2) hereof shall be paid for at the rate of time and half ordinary rates for the first three hours in any day and at double ordinary rates thereafter.

Any worker other than a shift worker who works between the hours of 10 p.m. and 6 a.m. shall be paid at double ordinary rates.

Any worker who is called back to work overtime after having completed his day's work and left the place of employment shall be paid a minimum of two hours' pay at the appropriate overtime rate and reasonable travelling time to and from the worker's home shall count as time worked, with a minimum of one hour.

(b) Time worked after 12 noon on Saturday and all time worked on a Sunday shall be paid for at double ordinary rates.

(c) When working overtime any worker, other than a shift worker, required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work 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, with a minimum of one hour, at ordinary rates of pay. If a conveyance is provided for the worker by his employer, he shall not be entitled to payment for travelling time. For the purpose of this agreement "public wheeled traffic" shall mean trams, buses, trains or ferries ordinarily used by the worker travelling to or from his work.

(d) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least eight consecutive hours off duty between the work of successive days. A worker who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least eight consecutive hours off duty between those times, shall, subject to this subclause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time (as prescribed in subclause (a) of clause 2) occurring during such absence.

If, on the instruction of his employer, such a worker resumes or continues work without having had such eight consecutive hours off duty, he shall be paid at double ordinary rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time (as prescribed in subclause (a) of clause 2) occurring during such absence.

(e) The employer shall either supply a suitable meal or allow meal money at the rate of 5s. 2d. per meal when workers are required to work more than one hour's overtime on any day, Monday to Friday inclusive or after 1 p.m. on Saturday or Sunday. Where a worker incurs a reasonable surcharge on a meal by reason of it being Sunday or a holiday, the employer shall refund such extra cost.

If, after having completed his normal day's work, a worker is required to work for more than four and a half consecutive hours' overtime, either a suitable meal shall be provided or meal money paid every four and a half hours that overtime continues, provided the worker is required to continue working after the meal interval, and provided, further, that the period of four and a half hours may be varied by agreement. In such cases reasonable meal intervals shall be paid for. When working overtime under conditions where a worker cannot obtain a meal without incurring extra travelling expense, the employer shall reimburse such extra expense unless the employer provides the transport required.

(f) When a worker is required to work during his recognised meal break, overtime rates shall be paid until a meal break has been allowed.

(g) No overtime, except on urgent work, shall be worked on union meeting night.

Wages

4. (a) It is acknowledged by the union and accordingly recorded by the parties that subject to clause 10 hereof, incorporated in the ordinary rates of wages are industrial allowances which replace completely any special payments for dirty work, welding, gas cutting, height and all other allowances pertaining to working conditions and that differentials between classifications have been assessed on the basis that due allowance has been built into the rates to cover positions of minor responsibility. Should, however, it be deemed necessary the employer in his discretion shall be entitled to increase the ordinary rates per hour for any particular class of worker without increasing the ordinary rates per hour specified for any other classification or classifications of workers as hereinafter set out.

	Ordinary Rate per Hour	
	s.	d.
(b) <i>Rolling Mills:</i>		
No. 1 mill bay charge hand	9	0 $\frac{3}{4}$
Cold mill operators - Grade A	8	6 $\frac{1}{2}$
Cold mill operators - Grade B	8	1 $\frac{1}{2}$
Hot mill operators - Grade A	8	3 $\frac{1}{2}$
Hot mill operators - Grade B	7	9 $\frac{1}{4}$
Sheet mill operators - Grade A	8	0 $\frac{1}{2}$
Sheet mill operators - Grade B	7	6 $\frac{1}{4}$
Foil mill operators	8	0 $\frac{1}{2}$
Small machine operators	7	6 $\frac{1}{4}$
Cold mill helpers	7	3 $\frac{1}{4}$
Mill helpers	7	0 $\frac{1}{4}$
(c) <i>Remelt Furnaces:</i>		
Remelt area charge hand	9	0 $\frac{3}{4}$
Furnacemen - Grade A	8	1 $\frac{1}{2}$
Furnacemen - Grade B	7	9 $\frac{1}{4}$
C.C.P. operator - Grade A	8	0 $\frac{1}{2}$
C.C.P. operator - Grade B	7	9 $\frac{1}{4}$
Remelt scalper saw operator	7	9 $\frac{1}{4}$
Progress truck driver	7	6 $\frac{1}{4}$
Remelt helper pourer	7	1 $\frac{1}{4}$
Sweeper	6	6
(d) <i>Finishing Bay:</i>		
No. 2 mill bay charge hand	9	0 $\frac{3}{4}$
Small machine operators	7	6 $\frac{1}{4}$
Helpers	7	0 $\frac{1}{4}$

	Ordinary Rate per Hour	
	s.	d.
(e) <i>General:</i>		
Despatch chargehand	9	0 $\frac{3}{4}$
Inspector/packer chargehand	9	0 $\frac{3}{4}$
Leading hand packer or boxmaker	8	3 $\frac{1}{2}$
Inspector - Grade A	7	8 $\frac{1}{4}$
Progress chaser	8	0 $\frac{1}{2}$
Progress truck drivers	7	6 $\frac{1}{4}$
Crane drivers	7	3 $\frac{1}{4}$
Storemen	7	3 $\frac{1}{4}$
Packers and box makers	7	3 $\frac{1}{4}$
Yardmen - Metal gang	7	0 $\frac{1}{4}$
Helpers	7	0 $\frac{1}{4}$
Watchmen	6	9
Sweepers	6	6
Sub-station operator	7	6 $\frac{1}{4}$
(f) <i>Maintenance Workers:</i>		
Charge hand fitter	9	0 $\frac{3}{4}$
Machinists or turners - First class	8	4
Roll grinderman - Grade B	8	0 $\frac{1}{2}$
Roll grinderman - Grade A (after six months' sole charge)	8	4
Pipe fitter	8	4
Shop fitter	8	4
Tradesmen's helpers	7	3 $\frac{1}{4}$
Fitter, turner or first class machinist with trade certificate in fitting, turning and machining	8	6

(g) Where a worker operates a machine in the absence of the regular operator for a period exceeding 60 consecutive minutes, in any shift, such worker shall be paid at the higher rate for the full shift.

(h) *Training Rates*—(1) *Machine Operators*: Where a worker is under training as a rolling mill or remelt operator such worker shall be paid at the ordinary "B" rate for that position less threepence, or at the rate applicable to the job immediately preceding the commencement of the training period, whichever is the higher. The period of this training rate shall not exceed six months. Should a worker not prove suitable during training he shall revert to his previous rate or position.

(2) *Chargehands*: Where a worker is under training as a chargehand such worker shall be paid at the ordinary rate for that position less ninepence, or at the rate applicable to the job held immediately preceding the commencement of the training period, whichever is the higher. The period of this training rate shall not exceed six months. Should a worker not prove suitable during training he shall revert to his previous rate or position.

(i) *Service Pay*—Service pay on the following basis shall accrue:

For service exceeding one year - 1d. per hour.

For service exceeding two years - a further 1d. per hour making 2d. per hour in all.

For service exceeding three years - a further 1d. per hour making 3d. per hour in all.

Service pay shall count for the calculation of overtime rates and holiday pay.

Service now accrued shall qualify.

Service must be continuous so that if a worker leaves or is discharged and subsequently returns to the company's employment, he commences afresh without service pay and his qualification runs from date of return.

(j) *Attendance Bonus*—In addition to the above rates an attendance bonus of 4s. for each complete day worked shall be paid to each worker covered by this agreement and such attendance bonus will remain in operation until such time as a satisfactory alternative bonus has been agreed upon.

No attendance bonus will be payable where a worker has failed to attend work for the full normal hours.

(k) *Payment of Wages*—Wages shall be paid in cash on Thursday in each week in the employer's time. Wages so paid will be made up to midnight of the preceding Sunday. It is agreed that payment may be made to the nearest 10s. This is to be so arranged that the worker is always in credit until the termination of employment, when a final adjustment would be made. Each worker shall be supplied with a statement showing details of his earnings for each pay period, and any deductions therefrom.

(1) *Tool Allowance*—A tradesman, toolmaker, patternmaker, fitter, turner or first class machinist required to supply his own tools, except drills, taps, hacksaw blades, files and hammer handles, shall be paid 1½d. per hour tool allowance. To qualify for this allowance, a worker shall have sufficient tools for work on which he is employed. The employer shall compensate a worker for tools lost by fire on the employer's premises.

Female Section

5. Female workers may be employed under the conditions laid down for male workers, subject to the following conditions:

(a) Female workers shall not be employed on afternoon or night shifts.

(b) Female workers may be employed upon the following work or operations in connection with light manufacturing:

Circle press operator
 Circle shear operator
 Slug press operator
 Light cut up line operator
 Continuous anneal furnace operator
 Foil slitter operator
 Mill helper—on above machines
 Inspector
 Packer
 Packer/helper

(c) Female workers shall be paid the following weekly rates of wages.

	Per, Week
	£ s. d.
1. Finishing Bay:	
Small machine operators	10 10 0
Mill helpers	10 0 0
2. General:	
Inspector A	10 16 8
Inspector B	10 6 8
Packers	10 3 4
Helpers	10 0 0

(d) Wages shall be paid weekly, but (subject to the provisions of the Factories Act relating to deduction from wages) only time worked shall be paid for.

(e) The employer shall provide caps.

It is understood that no male worker, working under this agreement, shall be dismissed to make room for a female worker.

Holidays

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

(b) In the event of a holiday, other than 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 such Monday, such other holiday shall be observed on the succeeding Tuesday.

(c) Workers shall be allowed two weeks' annual holidays at ordinary rates as provided in the Annual Holidays Act, 1944. Provided that workers employed in the industry who come within the scope of this agreement and who are regularly and continuously employed on afternoon or night shift or on three rotating shifts, such shift workers shall be allowed three weeks' annual holidays 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.

For the purpose of this subclause, qualifying service shall be deemed to commence on the day of the date of this agreement.

(d) Any worker whose employment is terminated before any annual holiday to which he is entitled shall be paid at ordinary rates an amount equal to one twenty-fifth of his ordinary pay for the period of his employment, since the previous annual holiday.

(e) Workers who are entitled to be paid for the holidays set out in subclause (a) of this clause shall be all those who have been working or on annual leave at any time during the fortnight ending on the day on which the holiday occurs, providing that workers on annual leave resume their employment. No payment over and above the ordinary week's wages shall be made to any worker for a holiday which falls on what is not ordinarily a working day except for work actually performed on such day.

(f) The employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for the employer during the fortnight ending on the day of any holiday referred to in subclause (a) of this clause: Provided that for the purpose of this subclause workers whose employment is covered by this agreement shall be deemed to be subject to the provisions of section 28 (2) of the Factories Act, 1946, as amended by section 6 of the Factories Amendment Act, 1956.

(g) Time worked on any of the holidays specified in subclause (a) of this clause, shall be paid for at double ordinary rates in addition to any ordinary wages to which the worker is entitled under subclause (e) of this clause.

(h) Workers shall be given three months' notice of their annual holidays falling due.

General Provisions

7. (a) Suitable dining and sanitary accommodation shall be provided for all workers and a suitable place for workers to change and store their clothing.

(b) The employer shall supply gloves where necessary. Safety glasses will also be supplied where necessary and where their use, as directed by the employer is compulsory.

(c) A suitable first aid room shall be kept and maintained at all times when work is being carried out.

(d) Ten minutes shall be allowed for refreshment morning and afternoon - i.e. two only 10 minute breaks per shift.

(e) One week's notice of termination of employment shall be given by either the employer or the worker, but nothing herein contained shall prevent the employer from summarily dismissing a worker for misconduct or other sufficient cause.

(f) Workers shall be supplied with two suits of overalls at the commencement of each year of service with the employer. Provided, however, that the employer shall have the right as an alternative to providing two suits of overalls to pay to the worker an overall allowance of 2s. 6d. per week. Overalls for the purpose of this subclause shall mean dust-coats, bib overalls or boiler suits.

(g) Protective clothing shall be issued on loan to a worker when necessary, and shall include gum boots, oil skin, sou'westers and eye shields. Suitable efficient sterilization of such items will be performed prior to issue to any worker. One pair of suitable footwear shall be supplied each year to all workers when by virtue of the work being performed, wear and tear on footwear is exceptional.

(h) No worker shall be required to work moving machinery where he is beyond easy calling distance of some other person who may or may not be subject to this agreement.

(i) No worker will be required to work overtime whilst alone.

(j) The company shall employ on each shift at least one fully trained first aid personnel who is capable of taking care of any accident cases. First aid kits up to Health Department standards shall be kept in easily accessible places for minor accidents and shall be open for inspection by a union official or shop stewards at all times.

(k) Only persons who are 21 years of age or over and who have been trained by a competent instructor shall be allowed to drive any crane or fork lift. This shall not apply to workers already operating cranes or forklifts.

Right of Entry

8. The secretary or other authorised official of the union of workers, 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 worker individually.

Workers to be Members of the Union

9. (a) Any adult person engaged or employed in any position or employment subject to this agreement by the 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 subclause (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 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 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 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 agreement.

(f) Any employer who is requested in writing by the secretary of the union so to do, shall, within one month after receipt of such request, supply to the union a list of all workers coming within the scope of this agreement then in his employ, but such requests shall not be made to the employer at intervals shorter than six months.

(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

10. Should any worker consider himself incapable of earning the full rates of wages herein prescribed, such worker may agree in writing, subject to the approval of the union, with the employer to accept such lower rates as may be approved by the union. Such agreement shall not be for a period longer than six months, but may be reviewed and extended on the agreement of the employer, the union and the worker for such further period as may be agreed upon.

Disputes

11. Where any new process is introduced, or a substantial alteration in the nature of the work takes place, a representative of the union may discuss the positions with the employer with a view to arranging conditions relative to such process or alteration although there may not be a dispute or difference.

Any dispute in connection with any matter not specifically provided for in this agreement shall be settled by the employer and the secretary of the union and in default of any agreement shall be referred to the Conciliation Commissioner who shall either decide the same or refer it to the Court. Should either party be dis-satisfied with the decision of the Commissioner he may appeal to the Court of Arbitration within 14 days of the receipt of such decision.

Scope of Agreement

12. This agreement shall apply to all operations performed at the Aluminium Mill of Alcan Industries Ltd., Wiri Station Road, Manurewa.

Terms of Agreement

13. This agreement shall come into force on the 10th day of January 1963, and shall continue in force until the 10th day of October 1964.

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

Signed for and on behalf of Alcan Industries Ltd.:

B. P. RAMSDEN.

Witness to above signature—D. J. McCarthy.

Signed for and on behalf of the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers:

J. J. CRUMMEY.

Witness to above signature—G. Wallace.

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