

MANAPOURI POWER PROJECT CATERING STAFF—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 19th day of December 1963, between Utah-Williamson-Burnett Joint Venture (hereinafter called "the employer") of the one part and the Southland Hotel, Restaurant and Related Trades Employees' Industrial Union of Workers (hereinafter called "the union") 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, conditions, 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

Application

1. This agreement shall apply to all workers employed by Utah-Williamson-Burnett Joint Venture in connection with the catering staff on board the Wanganella and any land based kitchen operated by the employer and any contractor on behalf of the employer.

Hours of Work

2. (a) The ordinary hours of work shall not exceed 40 in any one week without the payment of overtime and not more than 8 hours shall be worked on any one day without the payment of overtime, and the 40 hours shall be worked within 5 days only in each week.

No worker shall be employed for more than 5 hours continuously without an interval of not less than half an hour for a meal.

(b) The daily hours of work shall be worked within a span of 13 consecutive hours and workers shall not be brought back to work after their day's work is finished until after an interval of at least 11 hours.

Any period during which a worker is required to work after the expiration of 13 hours from his starting time or within 11 hours of his previous finishing time shall be deemed to be overtime and shall be paid for at overtime rates specified in clause 3 hereof in addition to his ordinary weekly wages.

(c) An interval of 10 minutes duration shall be allowed to each worker during the forenoon and afternoon of each day within the employer's time and without deduction from wages.

Overtime

3. (a) All overtime is to be calculated and paid for on a daily computation basis.

(b) Overtime rates shall apply to all time worked before the usual commencing time or outside or in excess of the ordinary hours specified in clause 2 hereof or, in the case of shift workers before the usual shift commencing time or in excess of the ordinary shift hours.

(c) Except as provided for in clause 4 hereof all overtime worked shall be paid for at time and one half rate for the first three hours and at double time rate thereafter.

Weekly Holidays

4. The working hours above prescribed shall be worked within 5 days only in each week and where the worker is employed for a broken week in the first or last week of his employment he shall be paid a day's wages for each day actually worked.

Wages shall be calculated on a 5 day working week. Two full days' holiday each of 24 consecutive hours shall be allowed in each week to every worker covered by this agreement.

Where a worker is required to work on one of the weekly holidays he shall be paid double time on full pay in addition to the weekly wage with a minimum of 4 consecutive hours' overtime.

Where a worker is employed in the terms of the previous paragraph on one of his days off he shall be entitled to the penal payments payable in clause 5 in addition to the double rate prescribed in this clause if the day worked is one of those days set out in clause 5 hereof.

Special Holidays

5. (a) Provided he has worked for the employer at any time during the fortnight ending on the day on which the holiday occurs a worker shall be allowed the following holidays on pay: New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day and Anniversary Day (or a day in lieu thereof by arrangement). Except in cases where a worker is leaving the works for any reason, a period of annual leave on pay may count as time worked for the purpose of this sub-clause.

(b) A worker who has worked for more than one employer during the fortnight ending on the day on which the holiday occurs is entitled to one payment only for the holiday, and payment will be by arrangement between the contractors and the other employer or employers.

(c) When any of the above holidays, except Anzac Day, falls on a Saturday or a Sunday, it shall be observed on the following Monday, and in the event of another holiday falling on such Monday such other holiday shall be observed on the next succeeding Tuesday.

(d) Payment for such holidays allowed shall be at ordinary day-wages rates plus any in-charge or shift allowance which would have been paid had the holiday been an ordinary working day.

(e) Time worked on any of the above holidays shall be paid for at double time rate in addition to the holiday payment due under sub-clause (d) above.

(f) A worker who is required to and reports for work on any of the above holidays shall be paid for a minimum of four hours at the appropriate rate.

(g) A worker who meets with an accident in the course of his employment with the employer (and whether or not receiving accident compensation) is entitled to payment for any of the above holidays which occurs during the period of incapacity provided he had worked for the employer at any time during the fortnight ending on the day of the holiday.

(h) A worker who has been certified as fit to resume work on any of the above holidays following sick leave or absence because of an accident, and who reports for duty on the working day immediately following such holiday, shall be paid for such holiday.

Annual Holidays

6. A worker shall be granted annual holidays in accordance with the Annual Holidays Act 1944 and its amendments.

Wages

7. (a) The following shall be the minimum weekly rates of wages:

	Per Week		
	£	s.	d.
Chef	19	10	0
Assistant chef	17	10	0
All other cooks	16	16	8
Baker: Butcher	16	16	8
Kitchenhand	14	5	0
Bar manager	16	13	0
Barman	15	0	0
Other workers not specified	14	0	0

(b) If a worker loses time through his own default his weekly rate of pay shall be reduced proportionately for the time so lost. Time lost through a worker's default shall include:

- (i) Absence without leave.
- (ii) Refusal to work after the employer or other authorised person has decided that work shall continue in doubtful weather conditions.
- (iii) Not reporting for work on a wet day.
- (iv) Leaving the works on a showery day without the permission of the employer (or other authorised person.)
- (v) Failure to stand by or carry out alternative work or to work in the rain when so directed.

(c) A proportionate reduction in the weekly wage shall be made for special leave without pay, sick leave without pay, sick leave on pay or periods on accident compensation.

Payment of Wages

8. (a) All workers shall be paid fortnightly.

(b) Workers shall be supplied with full details of their earnings.

(c) Accident compensation shall be paid fortnightly to injured workers entitled to compensation under the Workers' Compensation Act 1956, provided satisfactory medical certificates and addresses of such workers are supplied to the employer.

(d) Where practicable, all wages due shall be paid immediately on ceasing work to a worker leaving the works of his own accord, provided at least one week's notice is given to the pay office. A worker whose employment is terminated shall be given sufficient notice of termination to enable all wages due to be paid before termination time.

(e) A worker shall be paid only for the proportion of the pay week he has actually worked when:

- (i) Making his first start after the commencement of the week.
- (ii) Leaving of his own accord before the end of the week.

Terms of Employment

9. (a) All workers shall give or be given one week's notice of termination of employment, or in lieu of such notice by the employer a week's wages shall be paid.

(b) Nothing in this clause shall require the employer to give such notice when dismissing any worker for serious misconduct including disobedience of instructions.

(c) Where practicable, workers employed on the site shall be informed at least two weeks before it becomes necessary to shorten hands owing to the advanced stage or completion of work.

Accommodation and Amenities

10. Board and lodging on the hostel shall be provided free by the employer and shall, together with amenities, be subject to agreement with the union.

Dress and Equipment

11. (a) Subject to the provisions of sub-clause (b) of this clause the employer shall supply to each worker suitable outer clothing or uniform for use during the hours of his employment, having regard to the nature of the duties the worker is required to perform and launder the same free of charge to the worker.

The standard outer clothing to be so supplied shall be as follows, but the employer shall have the right to substitute for the standard uniform any other type of outer clothing that he may consider more appropriate:

- (i) *Cooks*—White coats, white or check cotton or linen trousers, white aprons and caps.
- (ii) *Kitchenhands and other workers not specified*—Dungaree or drill trousers and a large rubber apron.
- (iii) *Barman*—White starched or black alpaca coats; short black alpaca aprons, and in warm weather as an alternative to the supplying of the coat a tailored shirt may be substituted.

(b) As an alternative to the performance by the employer of the obligations imposed upon him by the preceding sub-clause, the employer may make payments to the worker of the following allowances which shall become due and payable to the worker as and when his wages are payable and in addition thereto:

- (i) A uniform allowance of 1s. per day and a laundry allowance of 2s. per day.
- (ii) A uniform allowance of 8d. per day and a laundry allowance of 1s. 5d. per day.
- (iii) A uniform allowance of 8d. per day and a laundry allowance of 1s. 5d. per day.

(c) Kitchen staff required to scrub out the kitchen shall be supplied by the employer with rubber boots.

Time Table

12. A time-table setting out the correct working hours of each worker shall be affixed and maintained in some conspicuous place in each department and accessible to the workers employed therein.

Isolation Allowances

13. (a) All workers shall be paid an allowance of £2 for each five working days or shifts as the case may be. Any worker who works more or less than five days (or shifts) shall be paid on the basis of eight shillings for each day (or shift) or part of a day (or shift) so worked.

(b) (i) Every worker who completes four months service shall be allowed one week's paid leave, and on completion of eight month's service he shall be allowed a further week's paid leave.

(ii) Transport shall be provided by the employer free of charge to and from Invercargill.

(iii) A worker shall not be entitled to more than two weeks' paid leave under these provisions in any one year.

(iv) Such leave may not be accumulated and must be applied for in writing and taken at a time to be agreed upon with the employer.

(v) Provided further that any worker who fails to complete 12 months' service shall not be entitled to payment under this clause in addition to the provisions of the Annual Holidays Act 1944 as provided in Clause 6 hereof.

Accidents

14. (a) Every worker who is injured by accident arising out of and in the course of his employment shall forthwith report to the person in charge of the first-aid outfit for attention. The worker shall also report the accident as an accident and supply full particulars to the overseer or, in his absence, to the headman or other person in charge at the time, and in every case before leaving work for the day. The foregoing applies to every injury, no matter how trivial it may appear.

(b) When a worker suffers an accident arising out of and in the course of his employment, and any injury caused thereby to the worker necessitates his immediate removal to a hospital, or to a medical practitioner for medical attention and then to his residence or to a hospital, or to his residence (medical attendance away from his residence not being required), the employer shall forthwith, at the expense of the employer, provide or arrange for the necessary conveyance therefor. The employer shall also pay all reasonable expenses for meals and lodging incurred by or on behalf of the worker during the course of such removal. If necessary the employer shall summon a medical practitioner to the works to attend the injured worker, and the employer shall pay all reasonable and actual expenses incurred in such medical practitioner reaching the works.

(c) On the works, the employer shall provide a vehicle suitable for use as an ambulance for a seriously injured worker with suitable equipment therefor, including removable hood, stretchers, bedding and blankets.

(d) First aid outfits shall be kept in convenient places on the works and qualified first-aid men shall be available. A connection shall be made with the telephone exchange of the district where this is practicable.

(e) Where a fatal or serious accident occurs and is attributable to the conditions obtaining, work shall be suspended at the place where the accident happened until an inspection has been made by the employer and the union representative, either jointly or separately. Nothing in this sub-clause shall affect any work necessary for the immediate protection either of the workers or of the work itself.

(f) In the event of a serious accident the employer shall immediately notify the check inspector or local secretary of the union.

Disputes

15. The essence of this agreement being that the work of the employer 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 as to any matter whatsoever arising out of this agreement and not specifically dealt with by this agreement or if any dispute or difference shall arise between the parties in connection with any matter relevant to 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. Either side shall have the right to appeal to the Court against a decision of any such committee 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.

A grievance shall not be deemed a "grievance" until the accredited representative of the union has been asked by the worker or workers concerned to deal with it.

Unqualified Preference

16. (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 the 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 the 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 the 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 the union in accordance with sub-clause (b) hereof commits a breach of this agreement.

(d) The employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom sub-clauses (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.

(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.)

Notification

17. The employer shall supply the union with a list of the workers employed on the site and such list, not more often than every three months shall contain all additions and deletions. The employer may deduct from a worker's wage, his subscription to the union upon such worker giving the necessary legal authority.

Point of Engagement

18. (a) Invercargill shall be the point of engagement of all workmen and they shall be conveyed from Invercargill to or from the site of their work by the employer free of charge, and wages shall commence when they commence work on the site.

(b) The worker who is discharged shall be provided with accommodation and meals without loss of pay until such time as he is transported from the site.

Term of Agreement

19. This agreement shall come into force on the 19th day of December 1963, and shall continue in force until the 18th day of December 1964.

Signed on behalf of—

The Southland Hotel, Restaurant and Related Trades Employees' Industrial Union of Workers:

D. M. DELANY, Secretary.

Witness—F. W. McCullough.

Utah-Williamson-Burnett Joint Venture:

J. D. KIMSEY, Project Manager.

Witness—F. W. McCullough.
