

**McKECHNIE BROTHERS (N.Z.) LTD.—WORKS EMPLOYEES—INDUSTRIAL AGREEMENT**

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 3rd day of December 1964 between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (hereinafter called the union) of the one part and McKechnie Brothers (N.Z.) 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, 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.

*Industry to Which Agreement Applies*

1. This agreement shall apply to the conditions of employment of workers employed at the Brass and Aluminium Mills of McKechnie Brothers (N.Z.) Ltd., New Plymouth in connection with the casting and fabrication of brass, copper, copper alloys, aluminium, aluminium alloys and related products. This agreement shall not apply to foremen whose duties are substantially over-seeing not manual.

*Hours of Work*

2. *Day Workers.* (a) 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.

(b) 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 a meal. Relief men may work four and three quarter hours without an interval for a meal.

*Shift Workers.* (a) 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 between the hours of midnight Sunday-Monday and midnight Friday.

(b) Shifts may be worked as required and when work is performed in two or three shifts the employer shall be entitled to fix the hours between which such shifts shall be worked. The employer shall also be entitled to rotate the workers on such shifts.

(c) A worker employed on day shift shall be paid a shift rate of 8s. 2d. while so employed in addition to ordinary rates.

(d) A worker employed on afternoon shift shall be paid a shift rate of 10s. 10½d. while so employed in addition to ordinary rates.

(e) A worker employed on night shift shall be paid a shift rate of 16s. 3½d. while so employed in addition to ordinary rates.

(f) 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.

*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 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. This travelling time shall not exceed 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 maximum of one hour, at ordinary rate 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 provide a suitable meal or allow meal money at the rate of 5s. 6d. per meal when a worker is required to work overtime after 6 p.m. on Sunday, Monday, Tuesday, Wednesday, Thursday, Friday and Saturday, or after 1 p.m. on Saturday or Sunday, unless such worker can reasonably get home for a meal and return to his work in the time usually allowed for a meal, in which cases the meal allowance need not be paid.

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 nights.

*Holidays*

4. (a) The following shall be the recognised paid holidays: New Year's Day, 2nd January, Anniversary Day, (or a day to be substituted therefor), 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 holiday at ordinary rates as provided in the Annual Holidays Act 1944.

(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.

*Wages*

5. (a) Should it be deemed necessary the employer in his discretion shall be entitled to increase the ordinary rate 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>Brass and Aluminium Remelt and Billet Sawing—</i>		
Caster on brass or aluminium	7	7½
Scrap sorter	7	4
Billet sorter	7	3
Heat weigher	7	3
Fork lift driver	7	3
Assistant foundryman	7	2
Noble and Lund saw operator	7	2
Guillotine operator	7	2
Baler operator	7	2
Guillotine assistant	6	11½

Ordinary Rate  
Per Hour(c) *Extrusion Presses—*

Lombard driver .....	7	7 $\frac{1}{4}$
Shaw driver .....	7	7 $\frac{1}{4}$
Billet furnaceman .....	7	5
Dieman .....	7	5
Channel hand .....	7	2
Discard man .....	7	2
Hot saw .....	7	2

(d) *Finishing Mill and Warehouse—*

Material checker .....	7	7 $\frac{1}{4}$
Final viewer .....	7	5
Thompson Munroe operator .....	7	3
Wireblock operator .....	7	3
Schumag operator .....	7	3
Drawbench operator .....	7	3
Reeler operator .....	7	3
Weighman metalhandler .....	7	3
Warehouseman metalhandler .....	7	2
Schumag assistant .....	7	2
Pickler .....	7	2
Pointer .....	7	2
Curtain track operator .....	7	2
Stretcher operator .....	7	2
Crane operator .....	7	2
Hexagon machine operator .....	7	2
Curtain track assistant .....	6	11 $\frac{1}{2}$
Drawbench assistant .....	6	11 $\frac{1}{2}$
Reeler assistant .....	6	11 $\frac{1}{2}$
Stretcher assistant .....	6	11 $\frac{1}{2}$

(e) *Die Shop and Die Correction Shop—*

Toolmaker .....	8	10
Sparcatron operator after 2 years experience and making own electrodes .....	8	10
Die maker .....	8	6 $\frac{1}{2}$
Certified tradesman .....	8	6 $\frac{1}{2}$
Uncertified tradesman .....	8	3 $\frac{1}{2}$
Sparcatron operator .....	8	3 $\frac{1}{2}$
First class machinist .....	8	3 $\frac{1}{2}$
Heat-treatment furnaceman .....	8	3 $\frac{1}{2}$
Die corrector full time on aluminium dies .....	8	3 $\frac{1}{2}$
Die corrector on brass dies .....	7	10 $\frac{1}{2}$
Second class machinist .....	7	5
Polisher of shaped drawing dies .....	7	5
Beginner in die correction shop .....	7	3
Polisher of round drawing dies .....	7	3

(f) *Maintenance Tradesmen and General—*

Tradesman (certified) .....	8	6 $\frac{1}{2}$
Tradesman (uncertified) .....	8	3 $\frac{1}{2}$
Fitters mate .....	7	2
Workers not elsewhere specified .....	6	10 $\frac{1}{2}$

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

(h) *Training Rates*—(1) Where a worker is under training as a press driver material checker or caster such worker shall be paid at the rate applicable to the job less 3d. or at the rate immediately preceding the commencement of the training period whichever is the higher. The period of this training shall not exceed six months.

(2) Where a worker is under training as a die corrector such a worker shall be paid at the rate applicable to the job less 7d. or at the rate immediately preceding the commencement of the training period whichever is the higher. The period of training shall not exceed seven months and the hourly rate of the worker shall be increased by 1d. for each month of training until the hourly rate for the job is reached.

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

For service exceeding one year	.....	.....	1½d. per hour
For service exceeding two years a further	.....	.....	1½d. per hour
Making 3d. per hour in all.			

Service pay shall count for the calculation of overtime rates and holiday pay. 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) *Heat Money*—An allowance of 3¾d. per hour shall be paid to the workers hereinafter set out.

Brass and gunmetal caster.  
 Brass and gunmetal assistant foundryman.  
 Aluminium caster.  
 Billet heating furnaceman.  
 Extrusion press driver.  
 Extrusion press dieman.  
 Extrusion press padman.  
 Extrusion press channelhand when on brass or copper only.  
 Annealing furnace workers for period discharging furnace.  
 Other worker on such occasions as may be mutually agreed.

Where a worker is entitled to such a payment for more than 60 consecutive minutes he shall be paid a minimum daily rate of 2s. 6d.

(k) *Dirty Work*—An allowance of 3¾d. per hour shall be paid to the workers hereinafter set out for such hours as they are in contact with dirty work. When workers are engaged in cleaning out furnace fume extractor a minimum of half ordinary rates shall be paid in addition to the ordinary or overtime rate as the case may be.

Brass and gunmetal caster.  
 Aluminium caster.  
 Brass and gunmetal assistant foundrymen.  
 Scrap metal sorter, heat weigher and guillotine operator when handling dusty burnt copper wire.  
 Ball mill operator.  
 Engineer on occasions such as may be mutually agreed.

(l) *Welding Allowance*—Workers employed on oxy-acetylene, coal-gas or electric welding or cutting, except on spot- or butt-welding machines shall be paid 5s. per week extra.

For welding work done on a job preheated for at least four hours a worker shall be paid an extra rate equal to one-fourth of his ordinary rate in addition to his ordinary or overtime rate as the case may be, in lieu of the welding allowance.

In lieu of any other payment under this clause workers carrying out welding and burning operations in confined spaces, shall be paid half ordinary rates in addition to the ordinary or overtime rate as the case may be.

(m) *Tool Allowance*—Tradesmen employed in maintenance shop or die shop and required to provide their own tools shall be paid a tool allowance of 2d. per hour.

The employer shall insure workers' tools against loss by fire on the employer's premises.

(n) *Height Money*—Where workers are engaged on work from ladders, bosun-chairs, or free swinging stages involving the risk of a fall of more than 20 ft. they shall be paid the following extra rates:

	Per Hour d.
Over 20 ft. and up to 50 ft. ....	2½
Over 50 ft. and up to 75 ft. ....	3¾
Over 75 ft. and up to 140 ft. ....	4¾
Over 140 ft. ....	6

#### *Payment of Wages*

6. (a) Pay day shall be Wednesday in each week except where the incidence of award holidays makes this impracticable when pay day shall be on Thursday.

(b) All wages shall be paid on dismissal of a worker or when a worker leaves of his own accord.

(c) One weeks 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.

#### *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 provided.

(d) Ten minutes shall be allowed for refreshment morning and afternoon wherever practicable.

(e) 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 boilersuits.

(f) Protective clothing shall be issued on loan to a worker when necessary, and shall include gum boots, oil skins, sou-westers and eye shields. Suitable efficient sterilisation of such items will be performed prior to issue to any worker.

(g) 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.

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

#### *Unqualified Preference*

8. (a) Any adult person engaged or employed in any position or employment subject to 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) 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 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.

#### *Under-rate Workers*

9. (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 in 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.

#### *University Students*

10. Any student of any recognised university who engages himself for the purpose of obtaining practical experience to supplement his theoretical training during the vacation periods shall be exempt from this agreement: Provided that no worker shall be dismissed in order to make room for a student.

#### *Disputes*

11. 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, as to any matter whatsoever arising out of or

connected with and not specifically dealt with therein, 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 if required by either party 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 either give a decision which shall be the decision of the committee, or refer the matter to the Court.

Either side shall have the right to appeal and present its own case 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 parties, and any such appeal shall be filed with the Clerk of Awards within 28 days of that same date.

Where any new process is introduced, or a substantial alteration in the nature of the work takes place or an alteration to the method of calculation of bonus is contemplated the district secretary 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.

#### *Right of Entry*

12. 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 but not so as to interfere unreasonably with the employer's business.

#### *Terms of Agreement*

13. This agreement shall come into force on the 3rd December 1964 and shall continue in force until the 1st July 1966.

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

The common seal of McKechnie Brothers (N.Z.) Ltd., was hereunto affixed this 4th day of December 1964 in the presence of:

P. J. SUKOLSKI, Director.  
W. K. HUTCHENS, Secretary.

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

B. J. LANDERS.

Witness to above signature—Jim McLafferty.