

MANAPOURI POWER PROJECT **DONKEYMEN**—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 4th day of March 1965, between Utah-Williamson-Burnett Joint Venture (hereinafter called "the employer") of the one part, and the Dunedin Federated Seamen's Union of New Zealand 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 fully qualified and experienced donkeymen employed by Utah-Williamson-Burnett Joint Venture on the *Wanganella* at Doubtful Sound.

Hours of Work

2. (a) Subject to the provisions of clause 4 hereof the ordinary hours of work shall be 40 a week and eight a day and shall be worked between 7.30 a.m. and 5 p.m. Monday to Friday inclusive.

(b) When work is affected by tidal conditions (or in other special circumstances as may be agreed upon between the employer and the union representative), the ordinary hours of work may be set outside the clock hours of 7.30 a.m. to 5 p.m.

Meal and Rest Periods

3. (a) A rest period of 10 minutes shall be allowed every morning and afternoon (or appropriately for shift workers) at a time suitable to job convenience. Tea, milk, sugar and hot water shall be provided by the employer.

(b) A meal period of not less than half an hour, and not more than one hour, shall be allowed.

(c) Except when required for urgent or emergency work, a worker shall not be required to work for more than five hours continuously without being granted a break for a meal or supper or crib.

(d) When a worker is not allowed a break for a meal or supper or crib as prescribed in sub-clause (c) above, he shall, from the time such break was due until the break is allowed, be paid at ordinary time rate (in addition to the rate appropriate to the time); Provided that where the ordinary hours extend into overtime, a worker shall be paid at half ordinary time rate (in addition to the rate appropriate to the time) only after two hours' overtime is worked beyond the time the meal break was due, and this payment shall continue until the break is allowed.

(e) When a worker is working overtime, supper and crib-time shall be paid for at the rate appropriate to the time.

(f) When a worker is required to work not less than four hours continuous overtime, he shall be allowed a 10 minute rest period at the expiration of the first two hours of such overtime.

Shift Work

4. (a) Notwithstanding the provisions of clause 2 hereof, shifts may be worked at any time (whether one, two or three shifts daily) as required by the employer and such shift hours shall be set after consultation with the union: Provided that a worker required to work for less than five shifts consecutively shall not be deemed a shift worker and shall be paid at the appropriate overtime rates.

(b) Eight hours inclusive of half an hour for crib, shall constitute a day's work where two or three shifts are worked.

(c) Shift workers shall be paid an allowance of 5s. 6d. a shift.

Overtime

5. (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) All overtime worked on Monday to Friday inclusive shall be paid for at time and one half rate for the first three hours and at double time rate thereafter.

(d) All time worked on a Saturday or Sunday shall be paid for at double time rate.

(e) (i) A worker who is required to and reports for work on a Saturday or Sunday shall be paid for a minimum of two hours at the appropriate rate.

(ii) A worker called back (for work not pre-arranged) after ceasing work at the normal time for the day (Monday to Friday) shall be paid for a minimum of two hours at the appropriate rate.

(f) A worker after working more than 12 hours continuously shall continue to be paid at not less than the appropriate overtime rate for all overtime worked until he has had a break of at least 7½ hours.

Holidays

6. (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 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

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

Wages

8. (a) The minimum rate of wages shall be 9s. 3½d. per hour.

(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.

Allowances

9. (a) *C.A. 50 Paint*—Any worker while handling C.A. 50 paint, or similarly noxious paints, not enclosed in drums, shall be paid an allowance of 7½d. per hour.

(b) *Confined Space*—Workers employed chipping and sealing inside boilers, cleaning tubes and back ends of water tube boilers or scotch boilers 3s. 8½d. per hour additional shall be paid.

(c) *Dirty Work*—Workers employed cleaning tank tops shall be paid 2s. per hour extra while so employed.

(d) *Wet Conditions*—To compensate for wet conditions all workers shall be paid an allowance of £2 2s. 6d. 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 8s. 6d. for each day (or shift) or part of a day (or shift) so worked.

(e) *Isolation*—(i) An isolation allowance of 6s. 8d. per day shall be paid to all workers under this agreement for each day worked by each worker from Monday to Saturday inclusive.

Such allowance shall not be payable until a worker has completed 30 days' employment on the site and, on completion of such service, the allowance shall be paid from the date of commencing work and thereafter the allowance shall be paid on each regular pay-day.

(ii) Every worker who completes three months' service shall, on application to the employer, be allowed one week's unpaid leave and on completion of six months' service and nine months' service on application to the employer, be allowed a further one week's unpaid leave in each case.

Transport shall be provided by the employer, free of charge, to and from Invercargill.

Protective Clothing

10. (a) A worker while cleaning the inside of an oil-tank shall be supplied with adequate protective clothing.

(b) Where protective clothing is supplied it shall be issued on loan to individual workers, and shall be returned to the stores officer at the expiry of the loan period, and in all cases before a worker leaves the works. The value of protective clothing not returned or satisfactorily accounted for will be deducted from the earnings of the worker concerned.

Payment of Wages

11. (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.

Point of Engagement

12. (a) The engagement of donkeymen shall be through the Shipping Office, Dunedin but such workers shall report to the employer's Employment Office, Invercargill, and such workers, when engaged, shall be conveyed to or from the site of their work by the employer free of charge.

(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.

Terms of Employment

13. (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

14. 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.

Accidents

15. (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 supervisor 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 fatal or serious accident, the employer shall immediately notify the local union representative.

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.)

Disputes

17. 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.

Term of Agreement

18. This agreement shall come into force on the 14th day of February 1965, and shall continue in force until the 28th day of February 1967.

Signed on behalf of—

Dunedin Federated Seamen's Union of New Zealand Industrial Union of Workers:

G. McLEOD, Secretary.

Witness: F. W. McCullough.

Utah-Williamson-Burnett Joint Venture:

R. L. TERRY, Project Manager.

Witness: L. W. Sax.