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**New Zealand China Clays
Limited Employees—Collective
Agreement (Voluntary)**

Dated 21/2/75

NOTE: See clause 7 herein for the date on which rates of wages come into force

Form 6

**Under the Industrial Relations Act 1973
REGISTERED COLLECTIVE AGREEMENT**

In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand China Clays Limited Dispute of Interest between the Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers and New Zealand China Clays Limited.

The Industrial Commission, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Commission pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule hereto and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Industrial Commission has hereto been affixed and the President of the Commission has hereunto set his hand, this 21st day of February 1975.

(L.S.)

G. O. Whatnall, President.

Form 5

Section 65

Regulation 9

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973 and in the matter of the New Zealand China Clays Limited Dispute of Interest 1974 between Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers and New Zealand China Clays Limited.

To the Registrar of the Industrial Commission:

We hereby submit to you a signed copy of the terms of voluntary settlement of the above-mentioned dispute of interest arrived at by the parties pursuant to Section 65 of the Industrial Relations Act 1973, for registration by the Industrial Commission as a collective agreement.

Dated at Auckland this 14th day of October 1974.

Signed for and on behalf of N.Z. China Clays Limited:

K. J. Gunn.

Signed for and on behalf of Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers:

W. J. Skinner.

This Agreement made in pursuance of the Industrial Relations Act 1973, this 14th day of October 1974, between the Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers, 1-3 Galatos Street, Newton, Auckland, on the one part and New Zealand China Clays Limited, Private Bag, New Lynn, Auckland 7, of the other part.

Whereby it is mutually agreed by and between the parties hereto that the following terms and conditions of employment as set in the Schedule hereto shall apply to workers, members of the above Union who are employed by the above employer at the Matauri Bay Plant.

SCHEDULE

1. Except where provided herein, all workers, members of the above Union shall be employed under the terms and conditions of the Northern Industrial District Mineral Processing Employees Collective Agreement

SHIFT WORK

2. (a) "Shift work" shall be defined as work which is carried out by two or more successive relays of workers, each relay performing substantially the same duties as the outgoing shift.

Work shall not be deemed to be shift work unless shifts are worked on five or more consecutive working days.

(b) Shifts may be worked as required by the employer. The ordinary hours of work shall not exceed five shifts of eight hours duration, inclusive of one thirty minute meal break and two ten minute tea breaks, to be worked within the period midnight Sunday—Monday and midnight Friday—Saturday.

(c) Meal breaks shall be staggered so as not to interfere with production; provided, that, in no case shall a worker be employed for more than five hours without being given the time usually allowed for a meal.

(d) There shall be no broken shifts, and where practicable, shifts shall rotate weekly.

(e) Any time worked in excess of eight hours inclusive of a meal break on any ordinary shift within the period midnight Sunday—Monday and midnight Friday—Saturday shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(f) Any time worked on a Saturday shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that, any time worked after 12 noon shall be paid for at the rate of double time.

(g) Any time worked on a Sunday or on any of the holidays specified in subclause (a) of Clause 9 of the Agreement shall be paid for at the rate of double time.

(h) Any worker employed on shift work shall be paid \$1.15 for each shift.

(i) Any worker required to continue working on into overtime for more than one hour after the normal hour of completion of the shift, shall be provided with a suitable meal or paid meal money at the rate of \$1.35 per meal: Provided, that, work continues for more than one hour after such break, and provided further that such worker has not received notice the previous day.

(j) The shift allowance as provided for in subclause (g) hereof shall be paid to the worker whilst on annual holiday calculated at the rate of five shift payments for each week of holiday entitlement.

(k) Such shift allowance shall also be paid to the worker during the observance of any of the public holidays specified in subclause (a) of Clause 9 of the Agreement.

MEAL MONEY

3. (a) The employer shall allow meal money at the rate of \$1.35 per meal when workers are required to work overtime for more than one hour on any day of the week Monday to Friday, also after 1.00 pm on any Saturday, Sunday, or holiday, provided that work continues one hour after the meal break, and provided further that such worker has not received notice the previous day.

(b) Men shall work during the regular meal times if required to do so by the employer, and shall be paid double time for the time so worked: Provided, that in no case shall a man be employed for more than five hours without being given the time usually allowed for a meal.

WAGES

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

		Per Hour Cents
Workers after 2 months employment	68.40	171.0
Workers with less than 2 months employment	65.60	164.0

(b) Where a worker is required to work in wet or dusty conditions he shall be paid 5 cents per hour extra.

(c) An incentive payment shall be paid to all workers on the following scale:

Press Pulling:

A payment of 20 cents per man for each pull.

Press Washing:

A payment of \$1.00 per man for each wash.

Shaking Socks:

A payment of \$1.00 per man for each shake.

(d) Service Allowance – (i) After 12 months' continuous service with the same employer, a worker shall be entitled to receive \$1.25 per week extra.

(ii) After 2 years' continuous service with the same employer a worker shall be entitled to receive an additional \$1.25 per week making a total extra payment of \$2.50 per week.

(e) For the purpose of this Clause an hourly worker is a worker employed for a period of less than ten consecutive working days with the same employer.

(f) Workers who at the coming into force of this Agreement are in receipt of a higher rate of pay than that prescribed herein shall not have their wages reduced while their present employment continues.

CHARGE HANDS

5. Where a worker is directed by the employer to take charge of less than five other workers he shall be paid 8 cents per hour for each hour worked and for more than five other workers 12 cents per hour for each hour worked.

PROTECTIVE CLOTHING

6. All workers shall be supplied with adequate protective clothing which shall remain the property of the employer. The employer shall also issue two pairs of overalls and one pair of safety gumboots per annum to each worker. The worker shall have the right to retain such issues after each complete year of service. A worker who leaves his employment before the completion of a full year shall pay to the employer one-twelfth of the cost for each uncompleted month of that year.

TERM OF AGREEMENT

7. This Agreement, 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 1st day of July 1974 and so far as all other provisions are concerned shall come into force on the day of the date hereof; and this Agreement shall continue in force until the 30th day of June 1975.

Signed for and on behalf of New Zealand China Clays Limited:

K. J. Gunn, Director.

Signed for and on behalf of Northern and Taranaki Labourers General Workers and Related Trades Industrial Union of Workers:

W. J. Skinner, Secretary.

MEMORANDUM

The terms of voluntary settlement were accompanied by an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974. In registering the settlement the Commission sustains the application under Regulation 7.

(L.S.)

G. O. Whatnall, President.