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

Dated 18/5/79

NOTE: See clause 10 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 Employees dispute of interest between New Zealand Labourers General Workers and Related Trades Industrial Union of Workers and New Zealand China Clays Limited.

The Arbitration Court, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Court 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 form of submission or notification attached 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 Arbitration Court has hereto been affixed and a Judge of the Court has hereunto set his hand, this 18th day of May, 1979.

(L.S.)

N. P. Williamson, Judge

Form 5

Regulation 9

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION
AS A "HOUSE" ARRANGEMENT IN CONJUNCTION WITH THE
NORTHERN INDUSTRIAL DISTRICT MINERAL PROCESSING
EMPLOYEES' AWARD

In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand China Clays Limited Dispute of Interest 1979 between the New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers (Northern Branch) and New Zealand China Clays Limited.

To the Registrar of the Arbitration Court.

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 Arbitration Court as a "House" arrangement in conjunction with the Northern Industrial District Mineral Processing Employees' Award.

Dated at Auckland this 30th day of April, 1979.

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

G. W. Bellew, General Manager

Signed for and on behalf of The New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers (Northern Branch):

L. T. Smith, Branch Secretary

NEW ZEALAND CHINA CLAYS LIMITED EMPLOYEES' AGREEMENT

This agreement made in pursuance of the Industrial Relations Act 1973, this 18th day of April 1979, between the New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers, 1-3 Galatos Street, Newton, Auckland 1, (hereinafter called "The Union") of the one part, and New Zealand China Clays Limited, Private Bag, New Lynn, Auckland 7, (hereinafter called "The Employer") 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 out in the Schedule hereto shall apply to workers, members of the above-mentioned union who are employed by the above-mentioned 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' Award.

SHIFT WORK

2. (a) "Shift Work" shall be defined as work which is carried out by two or more successive relays of workmen, 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 Award shall be paid for at the rate of double time.

(h) Any worker employed on shift work shall be paid \$2.00 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 \$2.20 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 (h) 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 this Agreement.

MEAL MONEY

3. (a) The employer shall allow meal money at the rate of \$2.20 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 p.m. 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	Per week
For the first three months.....	\$2.986	\$119.44
Thereafter	\$3.024	\$120.96

(b) Where a worker is required to work in wet or dusty conditions he shall be paid 9.4 cents per hour extra.

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

Press Pulling: A payment of 54 cents per man for each pull.

Press Washing: A payment of \$1.14 per man for each wash.

Shaking Socks: A payment of \$1.14 per man for each shake.

(d) Service Allowance: On completion of six months' continuous service with the same employer, the above wage rate shall be increased by a service allowance of 4.4 cents per hour; and on completion of one year's continuous service with the same employer, by a further 5.5 cents per hour. The service allowance shall form part of the wage rate for the purposes of calculating overtime.

(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 other workers he shall be paid 18.3 cents per hour extra for each hour worked. Such rates shall form part of the worker's hourly rate for the purpose of the calculation of overtime.

DOMESTIC LEAVE

6. Where a worker has an unused sick leave entitlement, on producing a medical certificate, leave on ordinary pay of up to five days per year shall be granted

to a married employee or solo parent who finds it essential to stay at home in an emergency in the event of the illness of the spouse or a child under 13 years of age. Such leave shall be treated as though it was due to the employee's own sickness and shall be taken subject to the following conditions:

- (i) Leave shall be offset against the employee's sick leave entitlement
- (ii) The worker shall ensure that notice is given to the employer on the first day of absence.

PROTECTIVE CLOTHING

7. 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 1 pair of safety boots or 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.

REDUNDANCY

8. The employer shall endeavour to give not less than one month's notice to the Union, of any impending redundancy likely to occur to allow discussions to take place.

UNION MEETING

9. For the purpose of conducting Union ballots in accordance with the minimum requirements of Section 175 A of the Industrial Relations Act 1973, the Union may hold a paid stopwork meeting of workers employed under this Agreement, such meeting to be of no longer duration than two hours: Provided that, the Union shall give the employer at least two weeks' notice of its intention to hold such stopwork meeting; and provided further, that the workers shall return to work as soon as practicable after the conclusion of the meeting.

TERM OF AGREEMENT

10. This Agreement shall be deemed to have come into force on the 10th day of May 1979 and shall continue in force until the 9th day of May 1980

Signed for and on behalf of N.Z. China Clays Ltd.

G. W. Bellew, General Manager

Signed for and on behalf of N.Z. Labourers General Workers and Related Trades Industrial Union of Workers (Northern Branch):

L. T. Smith, Branch Secretary

MEMORANDUM

This collective agreement incorporates the terms of voluntary settlement arrived at by the parties and forwarded to the Court for registration pursuant to section 65 of the Industrial Relations Act 1973.

Having regard to prevailing circumstances the Court has, pursuant to section 92(2) of the Industrial Relations Act 1973, consented to the specified period for which this collective agreement is to continue in force being less than one year from the date of registration.

In terms of Section 99 (c) the Court is satisfied that the unqualified preference provision contained in this collective agreement has been duly inserted.

N. P. Williamson, Judge