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**NEW ZEALAND CHINA CLAYS  
LIMITED EMPLOYEES  
— COLLECTIVE AGREEMENT  
(VOLUNTARY).**

**Dated 8/5/85**

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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 the 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 8th day of May 1985.

(L.S.)

D. S. Castle,  
Judge.

Section 65

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 1985 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 4th day of April, 1985.

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

R. E. Carlyon, 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 21st day of March 1985, 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.

**1. SCHEDULE**

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.

**2. SHIFT WORK**

(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 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 \$7.82 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 money at the rate of \$3.98 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 the 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 Award.

### 3. MEAL MONEY

(a) The employer shall allow meal money at the rate of \$3.98 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.

(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.

### 4. WAGES

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

	Per Hour	Per Week
For the first three months	\$5.560	\$222.40
Thereafter	\$5.728	\$229.12

(b) Where a worker is required to work in wet or dusty conditions he shall be paid 24.4 cents per hour extra.

(c) A process worker industrial allowance shall be paid to all process workers at the rate of 64 cents per hour. This will be paid in lieu of the following payments:

- (i) Press pulling.
- (ii) Allum Press Pulling.
- (iii) Press Washing.
- (iv) Shaking socks.
- (v) Ultrafine bagging.
- (vi) Chemical mix.
- (vii) Pencil documentation.

(d) Service Allowance:

- (i) After one year's current continuous service with the same employer, a worker shall be paid an allowance of 22.4 cents per hour.
- (ii) After two years' current continuous service with the same employer, a worker shall be paid a further 3.2 cents per hour making a total allowance of 25.6 cents per hour.
- (iii) After three years' current continuous service with the same employer, a worker shall be paid a further 3.2 cents per hour making a total allowance of 28.8 cents per hour.
- (iv) After four years' current continuous service with the same employer, a worker shall be paid a further 4.2 cents per hour making a total allowance of 33.0 cents per hour.
- (v) After five years' current continuous service with the same employer, a worker shall be paid a further 4.3 cents per hour making a total allowance of 37.3 cents per hour.
- (vi) After ten years' current continuous service with the same employer, a worker shall be paid a further 42.95 cents per hour making a total allowance of 80.25 cents per hour.
- (vii) The service allowance shall form part of the wage rate for the purposes of calculating overtime.
- (viii) No worker shall have his rate of service pay reduced by the coming into force of this subclause.

(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.

**5. CHARGE HAND**

Where a worker is directed by the employer to take charge of other workers he shall be paid 32.0 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.

**6. DOMESTIC LEAVE**

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.

**7. PROTECTIVE CLOTHING AND FOOTWEAR**

All workers shall be supplied with adequate protective clothing which shall remain the property of the employer.

The employer shall also issue all workers with two pairs of overalls and one pair of safety footwear. Such footwear shall be worn at all times during working hours. Bump hats will be available on request.

Replacement of such footwear shall be upon production when worn out.

Should the worker's employment terminate before he has completed 12 months' service with the employer, he shall retain his one issue of footwear but shall refund to the employer one-twelfth of the initial cost of the last issue for each complete month by which his length of service falls short of 12 months.

Footwear issued under this subclause shall not be worn outside the employer's premises.

**8. ANNUAL MEDICAL CHECK**

All workers shall be entitled to an annual medical check, including chest X-ray, at the Company's expense.

**9. MATERNITY LEAVE**

If a female employee seeks re-employment after a break of not more than six months for maternity purposes, and there is a suitable position available for her, she shall retain the entitlements of sick leave, service towards the fourth week of annual holiday and long service leave accrued before her service was broken.

**10. TERM OF AGREEMENT**

This Agreement shall be deemed to have come into force on the 1st day of March 1985 and shall continue in force until the 31st day of December 1985.

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

R. E. Carlyon, General Manager.

Signed for and on behalf of New Zealand 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.

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 nine months from the date of registration.

Clause 9 regarding Maternity Leave must be read in the light of the Maternity Leave and Employment Protection Act 1980.

(L.S.)

D. S. Castle,  
Judge.