

**NEW ZEALAND FOREST PRODUCTS, LTD., WOOD-PULP
EMPLOYEES.—INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of an industrial agreement made on the 19th day of May, 1944, between New Zealand Forest Products, Ltd., of the one part, and the Whakatane District Paper-mill Employees' Industrial Union of Workers, of the other part.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that while the said regulations continue in force no industrial agreement shall come into force until it is filed under section 28 of the Industrial Conciliation and Arbitration Act, 1925: And whereas it is further provided that no industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 19th day of May, 1944, between New Zealand Forest Products, Ltd., of the one part, and the Whakatane District Paper-mill Employees' Industrial Union of Workers, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 3rd day of July, 1944.

[L.S.]

A. TYNDALL, Judge.

**NEW ZEALAND FOREST PRODUCTS, LTD., WOOD-PULP EMPLOYEES.
—INDUSTRIAL AGREEMENT**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 19th day of May, 1944, between New Zealand Forest Products, Ltd., a company duly incorporated under the Companies Act in force in New Zealand, having its registered office at Penrose, near the City of Auckland, a dealer in forest products and a wood-pulp manufacturer (hereinafter termed "the employer"), of the one part and the Whakatane District Paper-mill Employees' Industrial Union of Workers, an industrial union of workers duly registered under the Industrial Conciliation and Arbitration Act, 1925, and having its registered office at Whakatane,

in the Northern Industrial District (hereinafter termed "the said union"), of the other part. Whereas the employer at its premises in Penrose, in addition to carrying on the business of a dealer in forest products, is engaged in the industry of wood-pulping and the manufacture of wood-pulp-board (hereinafter termed "the said industry"): And whereas the duly registered rules of the said union provide that "any person employed or about to be employed in the papermaking or wood-pulp industry in the Northern Industrial District, including all labourers, drivers, and mill hands, directly engaged in the industry (but otherwise excluding any person coming within the scope of any other industrial union) shall become a member of the union without ballot or other election upon making verbal or written application to the secretary, in accordance with the conditions set out in Rule 5": And whereas all the workers employed by the employer in the said industry are duly registered members of the said union: And whereas it is deemed expedient that the rates of wages, hours of work, and conditions of employment of the workers so employed by the employer in the said industry shall be regulated by an industrial agreement under the Industrial Conciliation and Arbitration Act, 1925: Now this memorandum of agreement witnesseth as follows:—

Term of Agreement

1. This industrial agreement shall come into force on the day of the date hereof, and shall continue in force until the 31st day of March, 1945, or until the date six months after the cessation of hostilities in the present war with the Axis powers, whichever date is the earlier.

Scope of Agreement

2. This agreement shall apply to the said industry as conducted by the employer as aforesaid and to all the operations carried on in connection therewith that are referred to in the provisions hereinafter contained. Subject to the consent of the Court of Arbitration, it shall also be competent for the employer and the said union at any future time to add any amendment to this agreement which will cover the wages and conditions governing new work or processes which may be introduced or any change of existing manufacturing operations.

Foremen

3. This agreement shall not apply to the production foreman or shift foremen.

Hours of Work

4. (a) *Day-workers*.—The ordinary hours of work shall not exceed forty per week, to be worked on five days of the week, Monday to Friday (both days inclusive), but such hours shall be worked between the hours of 7 a.m. and 5 p.m. on any one day.

(b) *Shift-workers*.—When shifts are worked, the employer shall, as far as possible, arrange the shifts in accordance with the wishes of the workers concerned. The night-shift workers shall receive an additional sum of 1s. 6d. per eight-hour shift if the shift includes hours between 5 p.m. and 7 a.m. Overtime clauses are not to apply except in respect of time worked in the excess of eight hours in any one shift.

Overtime

5. (a) Overtime may be worked as required by the employer. Except as elsewhere in this agreement specifically provided, any time worked in any one day in excess of eight hours or outside of the hours of 7 a.m. to 5 p.m. shall be deemed to be overtime. Overtime shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) All workers, whether day-workers or shift-workers, required to work on a Saturday shall be paid for all work done before noon at not less than the rate of time and a half and for all work done after noon at not less than the rate of double time.

(c) All workers, whether day-workers or shift-workers, required to work on a Sunday otherwise than on a shift commencing at 11 p.m. shall be paid for all work so done at not less than the rate of double time.

(d) When a day-worker is required to work without prior notice after 6 p.m. he shall be paid 1s. 6d. as a meal allowance unless he can reasonably reach his home and return in one hour.

When a shift-worker is required to work more than one hour in addition to his ordinary shift without prior notice he shall be paid 1s. 6d. as a meal allowance. Prior notice for the purposes of this section shall be deemed to be notice given in the case of day-workers during the day previous to that on which they are required to work overtime, and in the case of shift-workers during their previous shift.

Holidays

6. (a) The provisions of the Factories Act, 1921-22, and its amendments in regard to statutory holidays shall apply to all workers covered by this award.

Night-shift workers shall observe statutory holidays during the shift on which they would normally work on the holiday concerned.

(b) On the completion of twelve months' continuous service every worker shall be entitled to one week's holiday on full pay. Where a worker has completed six or more months' continuous service at the time of the general holiday period he shall be entitled to a proportionate holiday allowance. When convenient to the operations of the said industry such holiday shall be given during the Christmas and New Year period, which shall be deemed to be the general holiday period, or as soon thereafter as is practicable. The employer shall give to each worker not less than one week's notice of the period during which he is to take his annual holiday.

(c) Any worker who has completed at least six months' continuous service and is leaving the service of the employer shall be granted pay in lieu of the holiday mentioned in subsection 6 (b) in proportion to the length of his service; but this shall not apply in the case of any worker dismissed for serious misconduct.

Rates of Pay

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

	s.	d.
Chipper operator	2	8
Chipper attendant	2	6
Decker attendant	2	7
Pulper operator	2	10
Former operator	2	11
Dryer operator	2	7
Dry-saw operator	2	8
Dry-saw assistant	2	6
Shift packers	2	5
Sump-pump attendant	2	6
Shift labourers	2	5
Multiplex-saw operator	2	7
Graders	2	7
Packers	2	5
Day labourers	2	5
Electric-truck driver	2	7
All workers not otherwise specified	2	5

(b) *Dirt-money*.—In addition to ordinary wages, 2s. per day or per shift shall be paid as dirt-money to employees required to undertake the following work—viz., cleaning out the main sump, No. 2 chip-bin sump, vertical bucket elevator sump.

Increase in Rates of Remuneration

8. All rates of remuneration provided for in this agreement shall be subject to the provisions of the general orders dated the 9th August, 1940, and the 31st March, 1942, under the Rates of Wages Emergency Regulations 1940 increasing the rates of remuneration as follows:—

(a) The order dated the 9th August, 1940, increases all rates of remuneration by an amount equal to 5 per cent. thereof:

(b) The order dated the 31st March, 1942, increases all rates of remuneration (inclusive of the August, 1940, bonus) by an amount equal to 5 per cent., but this increase is payable—

(i) In the case of males twenty-one years of age, and over, on earnings up to £5 per week only;

(ii) In the case of females twenty-one years of age and over, on earnings up to £2 10s. per week only; and

(iii) In the case of males or females under twenty-one years of age, and apprentices, on earnings up to £1 10s. per week only.

Payment of Wages

9. (a) Wages shall be paid in the employer's time not later than Friday in each week.

(b) Casual workers employed for less than one week shall be paid immediately upon the termination of their employment.

(c) If any worker leaves his employment with the employer's consent or is dismissed by his employer his wages shall be paid in cash immediately on his leaving or on his dismissal.

Terms of Employment

10. (a) Workers employed for less than one week shall be deemed to be casuals. When a worker is employed as a casual worker he shall receive a minimum payment of four hours' wages for work performed on any one day.

(b) Except in the case of casuals, the employment shall be deemed to be a weekly employment and, except as otherwise provided in this agreement, no deductions shall be made

from the full week's wages except for time lost through the worker's sickness or default or his absence from work through no fault of the employer.

(c) If at any time it becomes necessary to suspend operations in any one or more departments of the industry for a period longer than four hours, the employer shall be entitled to put off the workers affected by such suspension on the following conditions:—

- (1) Workers who are working on a shift at the time that such suspension occurs shall be paid up to the normal finishing-time of such shift:
- (2) Workers who are members of the next two succeeding shifts shall, at the option of the employer, be employed for two hours at the rate of pay which they would have earned had no suspension occurred or shall receive like payment without work:
- (3) In the case of all other workers affected by such suspension, if the suspension occurs between 8 a.m. and 4 p.m. wages shall be paid to the end of the normal working-day, and if the suspension occurs between 4 p.m. and 8 a.m. each such worker shall be employed for two hours at his normal rate of pay or, at the option of the employer, given two hours' pay without work:
- (4) No wages other than those prescribed by this clause shall be paid during the period of such suspension:
- (5) Notices of any such suspension and of the effect on the shifts and workers concerned shall be posted in a prominent position at the works.

(d) Except as otherwise in this clause provided, not less than seven days' written notice shall be given by the employer or a worker of the termination of such worker's employment: Provided that nothing in this clause shall prevent an employer from summarily dismissing any worker for misconduct or refusing duty without notice.

Variation of Duties

11. It shall be the duty of every worker if at any time during his ordinary working-hours sufficient work is not available for him in his usual occupation to undertake any other work in the said industry that the employer may require him to undertake: Provided that while engaged on such other work such worker shall be paid not less than the rate of wages payable to him in respect of his usual occupation;

and provided further that if any worker is required to undertake for two hours or more any other work for which the prescribed rate of wages is higher than the rate prescribed for his usual occupation, then he shall be paid such higher rate while engaged on such other work.

General Provisions

12. (a) Each shift-worker shall be afforded reasonable opportunity during the shift for his meal: Provided that it shall be the duty of every shift-worker to take his meal in such manner as not to interfere with the continuous operation of the machinery and as not to impede production.

(b) The employer shall provide (1) a separate locker for each worker, (2) a luncheon-room for day-workers, (3) a changing-room with hot and cold showers in a situation easily accessible to the workers, (4) gum boots and respirators for all work where such articles are necessary.

(c) All workers shall keep their lockers and the rooms in which they take their meals clean and tidy, placing all rubbish in bins provided for that purpose.

(d) Shift-workers who are absent from work, whether such absence is due to illness or to any other cause, must provide satisfactory evidence of the reason for their absence, including, in the case of illness, a medical report. If a shift-worker fails to produce such evidence in a case of absence the employer shall be at liberty to suspend such worker for a full week without pay, and such right to suspension shall be without prejudice to the right of the employer to dismiss a worker summarily for serious misconduct.

Right of Entry upon Premises

13. The secretary of the said union or other authorized officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be permitted to interview day-workers in the luncheon-room during their luncheon period and shift-workers while performing their duties, provided that no shift-worker leaves the machinery under his care unattended and that there is no neglect of duty.

Workers to be Members of Union

14. (a) It shall not be lawful for the employer to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of the industrial union of workers bound

by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by the employer during any time while there is no member of the said union who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of clause (a) of this section, a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

Under-rate Workers

15. (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 said union, by the local Inspector of Awards, and such Inspector 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 fourteen days' notice shall have been given to such worker by the secretary of the said union requiring him to have his wage again fixed in manner prescribed by this section: 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 said union upon such wage without having the same so fixed.

(d) It shall be the duty of the said 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 an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Disputes Committee

16. The essence of this industrial agreement being that the work of the employer shall not on any account whatsoever be impeded but shall at all times proceed as if no dispute had arisen, it is provided that if any dispute shall arise between the parties bound by this industrial agreement as to any matter whatsoever arising out of or in connection with this industrial agreement or its interpretation and not specifically dealt with in this industrial 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 if desired and mutually agreed upon by the representatives or, in default of agreement, to be appointed by the Court of Arbitration. Such Committee shall be termed the "Disputes Committee" and shall be constituted within the date of the making of this industrial agreement, and within this time each side shall, through the appropriate channels, notify the other of the persons appointed to represent it on the Committees. Meetings of the Committee shall be held at Auckland unless otherwise agreed to by a majority of members of the Committee.

In the event of any member being unable to attend any meeting duly convened, he may nominate some other person to act as substitute for him at that meeting, or it shall be competent for either side, by notification to the other in writing, to change the personnel of its representatives at any time. It shall be incumbent on both parties to this industrial agreement to refer any matter in dispute to the Committee, and each party shall give written notice and details of a dispute through its respective organization to all members of the Committee, and a majority vote of the Committee shall decide when and where a meeting shall be held.

It shall be mandatory for the Committee to meet within two months of date of notice of the dispute. The Committee may either decide the matter in dispute or refer it to the Court of Arbitration or Industrial Magistrate's Court for a ruling. The decision of the majority of the Committee may be retrospective in effect and shall be binding, subject only to the right of either party to appeal to the Court against any decision of the Disputes Committee upon giving written notice of such appeal to the other party within fourteen days after decision of the Disputes Committee has been given. The decision of the Disputes Committee shall be carried out by both parties in the event of appeal until such time as the appeal is heard.

Smoking

17. *Day-workers*.—Day-workers working in any part of the factory or grounds of the factory where smoking is not permitted because it is unsafe will, at a specified time to be mutually arranged between the employer and employees, be permitted to proceed from their work either to their lunch-room or to some part of the factory or factory grounds where smoking is permitted for a ten-minute interval each morning and afternoon for the purpose of smoking.

Shift-workers.—Shift-workers working in any part of the factory or factory grounds where smoking is not permitted because it is unsafe may arrange with their shift mates that one man at a time may leave his department for a period not exceeding ten minutes for the purpose of smoking.

It is to be clearly understood that the absence of any man from his job for such a period must in no way be allowed to decrease the usual quantity and standard of production.

Agreed to by New Zealand Forest Products, Ltd.

The common seal of New Zealand Forest Products, Ltd., was hereto affixed in the presence of—

[L.S.]

DAVID HENRY, Director.
P. MAYTHEW, Secretary.

Agreed to by The Whakatane District Paper-mill
Employees Industrial Union of Workers—

[L.S.]

A. V. McLEAN, President.
C. E. A. WALLACE, Secretary.