

**WHAKATANE PAPER MILLS, LTD., EMPLOYEES.—AMENDMENT
OF INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and the Economic Stabilization Emergency Regulations 1942; and in the matter of an application for amendment of the industrial agreement made on the 30th day of March, 1943, between the Whakatane Paper Mills, Ltd., and the Whakatane District Paper Mill Employees' Industrial Union of Workers.

IN pursuance and exercise of the powers vested in it by the Economic Stabilization Emergency Regulations 1942, and upon application made by a party to the industrial agreement made on the 30th day of March, 1943, between the Whakatane Paper Mills, Ltd., and the Whakatane District Paper Mill Employees' Industrial Union of Workers, this Court doth hereby order as follows:—

1. That the said industrial agreement shall be amended by deleting subclauses (a), (c), and (e) of clause II (Scale of Wages), and substituting therefor the following subclauses:—

“(a) The following shall be the minimum hourly rates for adult male labour:—

| | Basic Hourly Rate. | |
|---|--------------------|-----|
| | s. | d. |
| “ <i>Woodyard Department</i> — | | |
| “ Crane-drivers | 2 | 10½ |
| “ Saw operators | 2 | 10½ |
| “ Feedermen | 2 | 9½ |
| “ <i>Groundwood Mill</i> — | | |
| “ Shift foremen (if any) | 3 | 0½ |
| “ Grindermen | 2 | 10½ |
| “ Stacker | 2 | 10½ |
| “ <i>Beater Room Department</i> — | | |
| “ Shift foremen | 3 | 0½ |
| “ Assistant beatermen | 2 | 11½ |
| “ Sizemen | 2 | 10½ |
| “ Labourers | 2 | 9½ |
| “ <i>Cardboard Machine Department</i> — | | |
| “ Machinemen (wet end) | 3 | 3½ |
| “ Feltminders | 2 | 9½ |
| “ Receivers | 2 | 9½ |
| “ Greasers (all departments) | 2 | 10½ |
| “ Dryermen (back tender) | 3 | 0½ |

| | Basic Hourly Rate. | |
|--|--------------------|-----|
| | s. | d. |
| <i>“ Finishing and Packing—</i> | | |
| “ Packers and loaders | 2 | 9½ |
| “ Reelermen | 3 | 0½ |
| <i>“ Pasting Department—</i> | | |
| “ Foreman paster (if any) | 3 | 0½ |
| “ Assistant paster | 2 | 9½ |
| “ Guillotine operator | 3 | 0½ |
| “ Guillotine assistant | 2 | 8½ |
| <i>“ Mobile Department—</i> | | |
| “ Mill carpenters | 3 | 3½ |
| “ Labourers | 2 | 8 |
| <i>“ Power-house Department—</i> | | |
| “ Boiler attendants | 3 | 1½ |
| “ Coal-crane operator | 2 | 11½ |
| “ Coal-trimmers | 2 | 8 |
| <i>“ Plant Maintenance Department—</i> | | |
| “ Electricians | 3 | 3½ |
| “ Blacksmiths | 2 | 10½ |
| “ Striker | 2 | 8½ |
| “ Fitters | 2 | 11½ |
| “ Welders | 2 | 11½ |
| “ Labourers | 2 | 8 |
| <i>“ Transport Department—</i> | | |
| “ Truck-drivers | 2 | 10½ |
| “ Engine-drivers | 3 | 1½ |
| “ Engine foreman | 2 | 11½ |
| <i>“ Night-watchmen: To work seven days weekly, three shifts of eight hours daily at flat weekly salary of £7 19s. 6d., which salary shall cover and include payment for work on Sundays and statutory holidays.</i> | | |
| <i>“ Casual Labour: The minimum rate per hour to be paid to casual employees shall be 2s. 8d. per hour. A casual worker is an employee engaged for less than forty-four hours in any one week.”</i> | | |

“(c) Youths.—The minimum weekly wage payable to youths under twenty-one years of age shall be:—

| | £ | s. | d. |
|-----------------------------|---|----|-----|
| “ First six months | 1 | 13 | 9 |
| “ Second six months | 1 | 19 | 4½ |
| “ Third six months | 2 | 5 | 0 |
| “ Fourth six months | 2 | 10 | 7½ |
| “ Fifth six months | 2 | 16 | 3 |
| “ Sixth six months | 3 | 1 | 10½ |
| “ Fourth year | 3 | 7 | 6 |
| “ Fifth year | 3 | 18 | 9 |

“At the age of twenty-one years the minimum rate for adult workers.”

“(e) *Females*.—Females may be employed at not less than the following weekly rates of pay:—

| | £ | s. | d. |
|------------------------------|---|----|-----------------|
| “ First six months | 1 | 2 | 6 |
| “ Second six months | 1 | 7 | 0 |
| “ Third six months | 1 | 11 | 6 |
| “ Fourth six months | 1 | 16 | 0 |
| “ Sixth six months | 2 | 5 | 0 |
| “ Seventh six months | 2 | 9 | 6 |
| “ Eighth six months | 2 | 14 | 0 |
| “ Ninth six months | 2 | 19 | 0 $\frac{3}{4}$ |
| “ Thereafter | 3 | 7 | 6 |

“ Provided that no female over the age of twenty-one shall be paid less than the basic wage for the time being prevailing.”

2. That this order shall be deemed to have come into force on the 1st day of April, 1945.

Dated this 10th day of August, 1945.

[L.S.]

A. TYNDALL, Judge.

**WHAKATANE PAPER MILLS, LTD., EMPLOYEES.—INDUSTRIAL
AGREEMENT**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 30th day of March, 1943, between the Whakatane Paper Mills, Ltd. (hereinafter referred to as "the employer"), of the one part, and the Whakatane District Paper Mill Employees' Industrial Union of Workers (hereinafter referred to as "the employee"), of the other part. Whereas there being as yet no specific award covering the terms and conditions upon which the works of the employer have been operated by the employee, the parties hereto have necessarily operated the employer's pulp and paper mill at Whakatane under such arrangements as from time to time seemed to them temporarily appropriate: And whereas through the industry being new to the Dominion the parties hereto mutually agreed, upon the commencement of operations, that it was a matter of joint interest that employer and employee should enjoy a reasonable amount of experience of operating conditions prior to reaching an agreement in a form suitable for submission to the Arbitration

Court: And whereas the operation of the works on a six and a half day week, normally involving from forty-eight to fifty-six hours for shift-workers and forty-four hours for day-workers, has been found necessary for the efficient running of the mills, with the further necessity of carrying out certain maintenance work on Sundays: And whereas the rates of pay hereunder specified, hours of work, and paid annual holidays have for some time past been in operation by agreement between the parties: And whereas the parties are now desirous that this agreement should be registered as an award and all other things done by Order in Council as may be necessary whereby the terms and conditions herein shall be binding upon the parties hereto for a term of two years or until the duration of the war and six months thereafter, whichever is the shorter. Now, therefore, this agreement witnesseth as follows:—

Hours of Labour

I. (a) *Day-workers*.—The ordinary hours of work shall be forty-four per week and, unless otherwise provided, shall be worked between the hours of 8 a.m. and 5 p.m. on five days of the week Monday to Friday both days inclusive, and from 8 a.m. to noon on Saturdays.

(b) *Shift-workers*.—Three shifts of eight hours each shall be worked daily commencing midnight Sunday and finishing midnight Saturday, with a further shift finishing 8 a.m. Sunday and a clean-up shift or part thereof commencing 8 a.m. Sunday. The hours of shift-workers shall be from forty-eight to fifty-six per week. Shifts shall commence at midnight, 8 a.m., and 4 p.m. respectively.

(c) Except when nineteen shifts are being worked, all shifts shall rotate weekly, the shift which finishes up in any one week shall be the commencing shift for the following week.

(d) Any one or more shift-workers on the shift commencing up each week may be called upon to work not more than two additional consecutive hours preceding the normal Sunday night start up hour of such shift.

(e) Any one or more shift-workers may be called upon to work an extra shift on Sundays and/or where such work relates to changing felts, wires, cylinder moulds, and all other things incidental and necessary to the servicing and maintenance of the plant during the Sunday shut-down period. The minimum hours of work hereunder shall be not less than three.

(f) Employees attached to the mobile department and/or plant maintenance department when called upon to work on a Sunday shall be entitled to a full clear day off the following Saturday.

Scale of Wages

II. (a) The following shall be the minimum hourly rates for adult male labour:—

| | Basic Hourly Rate. | |
|--------------------------------------|--------------------|----|
| | s. | d. |
| <i>Woodyard Department—</i> | | |
| Crane-drivers | 2 | 7 |
| Saw operators | 2 | 7 |
| Feeder men | 2 | 6 |
| <i>Groundwood Mill—</i> | | |
| Shift foremen (if any) | 2 | 9 |
| Grinder men | 2 | 7 |
| Stacker | 2 | 7 |
| <i>Beater Room Department—</i> | | |
| Shift foremen | 2 | 9 |
| Assistant beater men | 2 | 8 |
| Sizemen | 2 | 7 |
| Labourers | 2 | 6 |
| <i>Cardboard Machine Department—</i> | | |
| Machinemen (wet end) | 3 | 0 |
| Feltminders | 2 | 6 |
| Receivers | 2 | 6 |
| Greasers (all departments) | 2 | 7 |
| Dryermen (back tender) | 2 | 9 |
| <i>Finishing and Packing—</i> | | |
| Packers and loaders | 2 | 6 |
| Reelermen | 2 | 9 |
| <i>Pasting Department—</i> | | |
| Foreman paster (if any) | 2 | 9 |
| Assistant paster | 2 | 5 |
| Guillotine operator | 2 | 9 |
| Guillotine assistant | 2 | 5 |
| <i>Mobile Department—</i> | | |
| Mill carpenters | 3 | 0 |
| Labourers | 2 | 4½ |
| <i>Power-house Department—</i> | | |
| Boiler attendants | 2 | 10 |
| Coal-crane operator | 2 | 8 |
| Coal-trimmers | 2 | 4½ |

| | | | | Basic Hourly Rate. | |
|--------------------------------------|----|----|----|--------------------|----|
| | | | | s. | d. |
| <i>Plant Maintenance Department—</i> | | | | | |
| Electricians | .. | .. | .. | 3 | 0 |
| Blacksmiths | .. | .. | .. | 2 | 7 |
| Striker | .. | .. | .. | 2 | 5 |
| Fitters | .. | .. | .. | 2 | 8 |
| Welders | .. | .. | .. | 2 | 8 |
| Labourers | .. | .. | .. | 2 | 4½ |
| <i>Transport Department—</i> | | | | | |
| Truck-drivers | .. | .. | .. | 2 | 7 |
| Engine-drivers | .. | .. | .. | 2 | 10 |
| Engine foreman | .. | .. | .. | 2 | 8 |

Night-watchmen (3): To work seven days weekly, three shifts of eight hours daily at flat weekly salary of £7 which salary shall cover and include payment for work on Sundays and statutory holidays.

Casual Labour: The minimum rate per hour to be paid to casual employees shall be (2s. 4½d.) per hour. A casual worker is an employee engaged for less than forty-four hours in any one week.

(b) All shift-workers (other than night-watchmen) shall be paid a minimum of 1s. per shift in addition to the rates of wages herein provided. Workers on the shift commencing at 4 p.m. and at midnight a further 6d. as additional night rate payment. Saw operators, who may be worked on an 8 p.m. to 4 a.m. and 8 a.m. to 4 p.m. shift respectively, are to be paid additional to above a special transportation allowance of 1s. 6d. for the 8 p.m. to 4 a.m. shift.

(c) *Youths*.—The minimum weekly wage payable to youths under twenty-one years of age shall be:—

| | £ | s. | d. |
|---------------------------|---|----|----|
| First six months | 1 | 10 | 0 |
| Second six months | 1 | 15 | 0 |
| Third six months | 2 | 0 | 0 |
| Fourth six months | 2 | 5 | 0 |
| Fifth six months | 2 | 10 | 0 |
| Sixth six months | 2 | 15 | 0 |
| Fourth year | 3 | 0 | 0 |
| Fifth year | 3 | 10 | 0 |

At the age of twenty-one years the minimum rate for adult workers.

(d) *Youths* required to work shifts shall be paid the adult rates of pay, covering the class of work required of them.

(e) *Females*.—Females may be employed at not less than the following weekly rates of pay:—

| | £ | s. | d. |
|----------------------------|---|----|----|
| First six months | 1 | 0 | 0 |
| Second six months | 1 | 4 | 0 |
| Third six months | 1 | 8 | 0 |
| Fourth six months | 1 | 12 | 0 |
| Sixth six months | 2 | 0 | 0 |
| Seventh six months | 2 | 4 | 0 |
| Eighth six months | 2 | 8 | 0 |
| Ninth six months | 2 | 12 | 6 |
| Thereafter | 3 | 0 | 0 |

Provided that no female over the age of twenty-one years shall be paid less than the basic wage for the time being prevailing.

(f) Wages, other than for youths and females, shall be calculated on an hourly rate, and no deduction shall be made from workers' wages except for time lost through the worker's accident, sickness, or default. Payment shall be made where practical every Tuesday during working-hours.

Overtime

III. (a) All time worked (i) in excess of eight hours in any one day or (ii) in excess of forty-four hours (in the computation whereof the hours paid for at overtime rates as provided in (i) of this paragraph shall be excluded) in any one week (whether by shift-workers, day-workers, or casuals) shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) For all work done on Sundays or on any of the undermentioned holidays or on any holiday observed in lieu thereof, double time rates shall be paid. The said payment, except for work done on Sundays, shall be in addition to ordinary rates: Provided, however, that this subclause shall be subject to the provisions of the Overtime and Holidays Labour Legislation Suspension Order 1941 while such suspension order remains in force, and without prejudice to the right of the employer to ask for double time only when this agreement comes up for revision by the parties hereto.

(c) Except in the weekly changing of shifts or where a mutual arrangement has been arrived at between workers, any worker required to work two shifts within any twenty-four hours period shall receive overtime rates for the second shift or for any portion thereof.

Meals

IV. (a) Each shift-worker shall be afforded reasonable time during such shift for partaking of a meal (in the cubicles provided for such purpose), provided it shall be incumbent on such shift-workers to so partake of such refreshments as not to interfere with the prime operations of keeping the machines fully working and/or impeding production. Each shift shall leave such cubicles tidy and clean for the successive shift and deposit all refuse in the bins provided for such purpose.

(b) Where employees are required to work longer than one hour after their ordinary finishing time, and have not been so notified the day prior to commencement of their duties, the employer shall provide such employees with a reasonable meal or allow such employee 2s., and in any event provide facilities and reasonable time within which to procure and/or partake of such meal.

Statutory Holidays

V. (a) The following holidays shall be observed without deduction of pay: Good Friday; Easter Monday; Anzac Day, except when it falls on a Sunday; Christmas Day; Boxing Day; New Year's Day; 2nd January; Labour Day; Sovereign's Birthday.

Annual Leave

VI. (a) The annual paid holiday of two weeks on a basis of forty-four hours for day-workers and forty-eight hours for shift-workers shall be allowed to all workers on completion of each year of service, and where suitable for the mill operations such holiday shall be given at Christmas-time, or so soon thereafter as possible.

(b) All workers who have not completed one year's service shall, provided they have six months' service to their credit, receive the above annual holiday pay but for one week only, with *pro rata* increase where their period of service is over six months but under twelve, and be entitled to a week's leave of absence for such holiday, to be taken in manner above.

(c) The employer shall give to each employee not less than one week's notice of the granting of his/her annual leave.

Variation of Duties: Transfer

VII. (a) It shall be the duty of any worker to assist in any other class of work required of him. Should any employee engaged in any class of work be temporarily

transferred to other work carrying a higher rate of pay he shall be entitled to receive pay at such higher rate, except where such worker so transferred requires to be trained for such other work.

Termination of Employment

VIII. (a) With the exception of casual workers who may be employed by the day with a minimum of four hours' work, the employer shall give to its employees, and employees shall give to the employer, one week's notice of intention to terminate employment: Provided, however, this shall not affect the right of the employer summarily to dismiss any employee without notice for misconduct or refusing duty.

(b) *Temporary Shut-downs.*—If at any time during any one week it becomes necessary temporarily to suspend operations in any one or more departments for a longer period than four hours, then the company shall be entitled to pay off (without the necessity of giving a week's notice) those employees thereby affected on the following conditions:—

- (a) In the case of those men on shift during the time such suspension occurred up to the normal finishing hour of such particular shift:
- (b) Employees on the other two shifts shall be entitled to two hours' pay if not called upon to work or, at the option of the company, to work two hours at such rates as may at that particular time be applicable had no such suspension occurred:
- (c) All other workers affected shall be entitled to receive wages up to the end of their normal working-day where such suspension occurs before 4 p.m., and where such suspension occurs after 4 p.m. and before 8 a.m. to pay on the same basis as clause (b) hereof; and no further wages shall accrue during such suspension period. Notice of such suspension shall be posted up in the clock-room.

General Provisions

IX. (a) The employer shall provide individual clothes lockers and a luncheon-room for day-workers.

(b) A changing-room, with hot and cold showers, shall be provided and shall be easily accessible to all workers.

(c) Gum boots, waterproof clothing, and respirators shall be issued to all workers where necessary.

(d) Any worker engaged in work classed by agreement as dirty work shall be paid an extra 2s. per day or shift or fraction thereof as dirt-money.

(e) Shiftmen who absent themselves from any shift, whether such absence is caused by illness or otherwise, must produce a satisfactory report to the employer or a doctor's certificate or statutory declaration. Failing such report or certificate the employer shall be at liberty to suspend such worker for a period of one week without pay. This disciplinary measure shall be without prejudice to the rights of the employer to dismiss such worker without notice for such failure.

Interview with Workers

X. (a) The secretary or other representative of the union shall be permitted to interview day-workers in the luncheon-room during their luncheon-hour and shift-workers in the same place when off duty, but inasmuch as for the safe running of the plant the attention of workers while on duty should not be interrupted, the secretary, while afforded every facility for visiting all departments, shall not unduly converse with the employees when on duty.

Workers to be Members of Union

XI. (a) All those employees working under the provisions of this agreement shall join the Whakatane District Paper Mill Employees' Industrial Union of Workers, and failing thereto the employer, upon written request from the employees' committee, undertakes to dismiss such employee.

(b) On the written request of the secretary of the union the employer shall supply to him a list of the mill-workers in his employ, but not oftener than once in every three months.

Under-rate Workers

XII. (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 union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person 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 union requiring him to have his wage again fixed in manner prescribed by this clause: 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 union upon such wage without having the same so precedently fixed.

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

Disputes Committee

XIII. The essence of this award 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, or any of them, as to any matter whatsoever arising out of or connected therewith, every such dispute or difference shall be referred to a committee to be composed of three 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 of appeal to the Court against a decision of any such committee upon giving the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing and the grounds thereof.

Wages Scale Adjustments

XIV. The employees undertake to co-operate with and assist the company in securing the permission of the Arbitration Court to a forty-four-hour week at ordinary rates and meanwhile faithfully to observe all the terms and conditions of this agreement. Failing the issue of such Orders in Council such consent to a forty-four-hour week, then the hourly rates of pay and/or paid annual leave shall be reduced by such an amount as may be necessary to bring the total weekly wage

when calculated pursuant to the provisions of such legislation to a sum equal to but not greater than the total weekly wage as calculated in accordance with the provisions of this agreement.

Agreed to by—

The Whakatane Paper Mills, Ltd., by its attorneys:

[L.S.]

G. H. MACKLEY.

EARNEST B. BROWN.

On behalf of employer.

[L.S.]

N. S. MAJOR, President.

E. BAXTER, Secretary.

On behalf of employees.
