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**NEW ZEALAND PAPER MILLS LTD. (MATAURA) EMPLOYEES—  
INDUSTRIAL AGREEMENT**

*[Filed in the Office of the Clerk of Awards, Dunedin]*

THIS industrial agreement made pursuant to the Industrial Conciliation and Arbitration Act 1954, this 8th day of August 1960 between the New Zealand Paper Mills Ltd., 20 Crawford Street, Dunedin (hereinafter called “the employer”), of the one part, and the Auckland and Otago and Southland Wood Pulp, Paper and Paper Products Industrial Union of Workers (hereinafter called “the union”) of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:

1. That the terms, conditions, stipulations, and provisions contained and set out in the Schedule hereto shall be binding upon the said parties and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

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**SCHEDULE**

*Industry to Which Industrial Agreement Applies*

1. This industrial agreement shall apply to workers employed in the manufacture of wood pulp and paper products.

This industrial agreement shall not apply to production or shift foremen whose duties are substantially overseeing, not manual, nor shall this industrial agreement apply to chemists or their assistants.

## PART I—DAY-WORKERS

*Hours of Work*

2. (a) The ordinary hours of work shall not exceed eight hours a day on each of the five days of the week, Monday to Friday (both days inclusive), between the hours of 8 a.m. and 5 p.m.

(b) A worker shall not be required to work more than four and a quarter hours continuously without an interval of three-quarters of an hour for a meal: Provided that the meal interval may be reduced to half an hour by mutual agreement.

Time worked in excess of such four and a quarter hours and until a meal interval is allowed shall be paid for at overtime rates.

*Overtime*

3. (a) Time worked on any day, Monday to Friday, outside of or in excess of the hours specified in clause 2, and any time worked on Saturday before 12 noon, 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 at the rate of double time thereafter. Time worked on Saturday after 12 noon shall be paid for at the rate of double time.

(b) When a worker is required to work in excess of nine hours, such worker shall be provided with a meal or be paid a meal allowance of 5s.

Provided that this provision shall not apply if a worker can reasonably get home for a meal and back within the time allowed by the employer.

(c) When computing overtime, broken quarter-hours shall be paid for as if a full quarter-hour had been worked.

(d) A worker who has worked for more than four and a half hours at overtime rates on any day shall not be required to return to work at ordinary rates within nine hours of finishing the overtime.

If the interval is less than nine hours, overtime rates shall be paid for all time worked until an interval of nine hours has been allowed.

(e) Any worker who, after having completed his day's work and left the place of employment, is called back to work shall be paid an attendance allowance of 5s. and a minimum of two hours at the appropriate rate provided that where the call-back occurs between midnight and 6 a.m. the minimum shall be three hours.

*Special Rates*

4. Time worked on Sundays or on any of the recognised holidays mentioned in clause 15 (a) hereof shall not be reckoned as ordinary time or overtime but shall be paid for at the following special rates:

On Sundays, double time.

On any of the holidays mentioned, double time in addition to any other payment to which the worker is entitled under clause 15 hereof.

## PART II—SHIFT-WORKERS

*Hours of Work*

5. (a) The ordinary hours of work shall not exceed five eight-hour shifts, to be worked between midnight Sunday-Monday and midnight Friday-Saturday.

(b) Each shift-worker shall be afforded reasonable opportunity during the shift to partake of a meal, but machinery shall be kept fully working and production shall not be impeded.

(c) Except in the case of a replacement of, or substitute for, a regular shift-worker who is temporarily absent due to sickness, accident, or other cause, a worker shall not be deemed a shift-worker unless he is employed on shift-work on his next three successive working days, inclusive of the day of commencement of such shift-work.

(d) Where practicable, shifts shall rotate weekly, and as far as possible the employer shall arrange the shifts in accordance with the wishes of the workers.

(e) Except in the weekly changing of shifts, any worker required to work two shifts within any 24 hour period shall receive overtime rates for the second shift.

(f) Any worker classified as a shift-worker who shall have completed a full week on shift-work shall be entitled to complete his cycle of shift-work before being reclassified as a day-worker: Provided, however, that this provision shall not apply in the case of a worker replacing or substituting for a regular shift-worker who is temporarily absent due to sickness, accident, or other cause.

(g) Work shall be continuous throughout each shift except for the intervals prescribed in this award for meals and refreshments.

#### *Overtime*

6. (a) Time worked in excess of eight hours a shift during the period midnight Sunday-Monday to 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 at the rate of double time thereafter.

(b) A shift-worker required to work more than nine hours shall be provided with a meal or be paid a meal allowance of 5s.

Provided that this provision shall not apply if a worker can reasonably get home for a meal and back within the time allowed by the employer.

(c) Overtime rates shall not be payable where the overtime worked arises from arrangements solely made by the workers themselves even though the arrangements have the employer's approval.

#### *Special Rates*

7. Time worked on Saturdays, Sundays, or any of the recognised holidays mentioned in clause 15 (a) hereof shall not be reckoned as ordinary time or overtime but shall be paid for at the following special rates:

On Sunday, double time.

On any of the holidays mentioned, double time in addition to any other payment to which the worker is entitled under clause 15.

On Saturdays before 12 noon, time and a half for the first three hours and double time thereafter.

On Saturdays after 12 noon, double time.

#### *Shift Allowance*

8. A shift allowance at the rate of 3s. 6d. per shift shall be paid to each shift-worker, but the management shall have the right to fix its own allowances for the day, afternoon and night shifts respectively including the right not to pay any allowance for the day shift provided that the total for a complete cycle of three shifts amounts to 10s. 6d. When 12 hour shifts are worked the total shift allowance shall be divided between the two shifts.

An afternoon shift means a shift commencing after 12 noon and finishing at or before midnight, and a night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

#### *Students*

9. Any engineering, science, or accountancy student of any university or university college in New Zealand who engages himself to the employer party to this industrial agreement for the purpose of obtaining practical experience to supplement his theoretical training during his vacation period shall be exempt from the provisions of this industrial agreement, provided that this shall not entitle the employer to dismiss a worker in order to make room for a student, and provided

further, that if a student is called upon to operate a machine without the guidance and supervision of the normal operator of that machine the student shall be paid the appropriate rate of wages prescribed in the industrial agreement for such work.

PART III—APPLIES TO ALL WORKERS AS PROVIDED

*Wages*

10. The following rates of wages shall apply to adult male workers:

Paper Mill—		s.	d.
Machineman, No. 2 machine	.....	7	3
Machineman, No. 4 machine	.....	7	3 $\frac{3}{4}$
Machineman, No. 5 machine	.....	7	4 $\frac{1}{4}$
Beaterman	.....	7	1 $\frac{3}{4}$
Storeman (Engineers Section)	.....	6	11 $\frac{1}{2}$
Pulpmaster attendant	.....	6	9
Assistant beaterman	.....	6	7 $\frac{1}{2}$
Drierman	.....	6	7 $\frac{1}{2}$
Cutterman	.....	6	7 $\frac{1}{2}$
Reelerman	.....	6	7 $\frac{1}{2}$
Calenderman	.....	6	7 $\frac{1}{2}$
Boilerman	.....	6	7 $\frac{1}{2}$
Despatchman	.....	6	7 $\frac{1}{2}$
Guillotineman	.....	6	7 $\frac{1}{2}$
Chopperman	.....	6	7 $\frac{1}{2}$
Press operator	.....	6	7 $\frac{1}{2}$
No 2 machine assistant	.....	6	7
Coal crusherman	.....	6	7
Leading hand roll packer	.....	6	5 $\frac{1}{4}$
Senior benchman	.....	6	5 $\frac{1}{4}$
Coremaker	.....	6	5 $\frac{1}{4}$
Plugmaker	.....	6	5 $\frac{1}{4}$
Assistant chopperman	.....	6	3 $\frac{1}{4}$
Winchman (stacking wood pulp)	.....	6	3 $\frac{1}{4}$
Machine assistant	.....	6	3 $\frac{1}{4}$
Press operator's assistant	.....	6	3 $\frac{1}{4}$
Finisher	.....	6	3 $\frac{1}{4}$
Regular general hands	.....	6	3 $\frac{1}{4}$
All other workers (in or about mill)	.....	6	0 $\frac{3}{4}$
Paper Bag Section—			
Machine setter	.....	7	1 $\frac{3}{4}$
Despatchman	.....	6	7 $\frac{1}{2}$
Storeman	.....	6	6
Pastemaker	.....	6	5 $\frac{1}{4}$

Watchmen shall be paid not less than the rate provided in the Cleaners, Caretakers, Lift Attendants, and Watchmen's Award in force for the time being.

A beaterman responsible for and mixing dyes shall be paid 2s. 4d. per shift extra.

*Dirt Money*

11. (a) When workers are required to enter flues or back-end smoke-boxes for the purpose of cleaning them or to chip and/or clean the interior of boilers they shall be paid at half ordinary rate in addition to the ordinary or overtime rate as the case may be.

"Ordinary rate" for the purposes of this clause shall mean the rate of pay normally paid to a worker under the provisions of clause 10 hereof.

(b) Any worker engaged in operating choppers in the chopperhouse or handling flock dust into beaters shall be paid 4d. per hour extra as dirt money whilst so employed.

#### *Youths and Females*

12. (a) The minimum wage payable to youths under 20 years of age shall be:

	Per Week		
	£	s.	d.
Under 16½ years of age .....	4	12	0
16½ to 17 years of age .....	5	1	0
17 to 18 years of age .....	5	15	0
18 to 19 years of age .....	6	15	0
19 to 20 years of age .....	8	3	0

(b) Boys after serving five years shall be given preference of employment in the industry.

(c) Females may be employed at not less than the following rates:

	Per Week		
	£	s.	d.
Under 16½ years of age .....	4	6	0
16½ to 17 years of age .....	4	15	6
17 to 18 years of age .....	5	8	0
18 to 19 years of age .....	6	7	0
19 to 20 years of age .....	7	6	0
Thereafter .....	8	7	6

(d) Adult female workers employed on bag and toilet machines shall be paid not less than 5s. 10d. per week extra.

(e) The employer shall be entitled to make a rateable deduction from the wages payable under this clause for any time lost by a worker by reason of the default of the worker, or by reason of his illness or of any accident suffered by him.

(f) Youths under 18 years of age shall not be employed on shift work.

#### *Requirements of Economic Stabilisation Regulations*

13. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this agreement if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

#### *Payment of Wages*

14. Wages shall be paid weekly and during working hours. Wages for each week shall be paid not later than on the following Wednesday except where the incidence of holidays makes this impracticable, in which case such wages shall be paid as soon after the Wednesday as shall be practicable.

#### *Holidays*

15. (a) The following are the recognised holidays under this industrial agreement: New Year's Day and the day following, Anniversary Day or a day observed in lieu thereof, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b) The attention of the parties is drawn to the provisions of the Public Holidays Act 1955 which deals with the transference of holidays which fall on a Saturday or a Sunday. This provision shall apply to workers covered by this industrial agreement.

(c) Payment of wages for the said holidays shall be made to all persons who perform work under this industrial agreement at any time during the fortnight ending on the day on which the holiday occurs.

(d) Where any worker has been employed by more than one employer during the fortnight ending on the day on which any of the above holidays occurs, he shall be entitled to receive payment for the holiday from such one or more of those employers and, if more than one, in such proportion as the Inspector of Awards determines.

(e) Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944, except that payment for annual holidays for each employee shall be based on his average weekly earnings under this industrial agreement for the year or such lesser period in respect of which the holiday is allowable, but, unless the contrary is specifically provided in the Annual Holidays Act, overtime payments for work in excess of eight hours per day and shift allowance are to be disregarded in making the computation.

#### *Termination of Employment*

16. (a) The employment of any worker shall be terminable by four hours' notice on either side: Provided, however, that the employer shall be entitled to dismiss any worker summarily for misconduct: Provided further that, except in the case of dismissal for misconduct any worker who is dismissed upon or after reporting for work at the usual hour shall be entitled to at least four hours' pay for that day.

(b) Workers shall be paid immediately upon termination of employment if such occurs in the employer's ordinary office hours, and otherwise when the office normally re-opens. Failing payment as aforesaid, the worker shall be deemed to have worked his normal hours until he is paid and shall be entitled to wages accordingly.

#### *Suspension of Employment*

17. (a) The employer who finds it necessary to cease operations temporarily in any department or departments, shall be entitled to suspend the employment of the employees thereby affected by giving them eight hours' notice: Provided, however, that in case of a sudden emergency the employment may be suspended on the following conditions:

- (i) Shift-workers on shift when the emergency arises shall be given notice of suspension as soon as possible and be entitled to pay to the end of the shift.
- (ii) The employees on the other shifts shall, if possible, be notified of the suspension before they leave their homes for work, and if such notice is not given to any worker, and he reports for work, he shall be entitled to pay for eight hours at such rate or rates as would have been applicable had no suspension occurred.
- (iii) Day workers on duty when the emergency arises shall be given notice of suspension as soon as possible and shall be entitled to pay up to the end of their normal day. Where the emergency arises outside of normal hours for day work, day workers shall, if possible, be notified of the suspension before they leave their homes for work, and if such notice is not given to any worker and he reports for work he shall be entitled to four hours' pay.

(b) No pay shall accrue to any worker during any period when his employment is suspended under this clause.

(c) Notice of such suspension shall be posted up in the clock-room.

*Transport Allowance*

18. A worker called upon to work overtime and starting and finishing work at a time when his ordinary means of transport have ceased running shall be conveyed from or to his home, or such point at which his ordinary means of transport are available, at the expense of the employer.

*Accidents*

19. (a) A first-aid emergency case, fully equipped, shall be kept by the employer in a convenient and accessible place at the factory. Accidents shall be reported to the employer on sheets provided for that purpose.

An ambulance room shall be provided.

(b) If available, one worker holding a St. John Ambulance or Red Cross Society current certificate shall be employed, and the employer shall pay to such worker an honorarium of not less than £11 10s. per annum.

*Variation of Duties*

20. 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 or department 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 or the rate prescribed for the work to which he is transferred, whichever rate is the greater.

*General Provisions*

21. (a) The employer shall provide (1) a separate locker for each worker, clogs, rubber goloshes, and overalls where such articles are necessary, protective clothing and/or rubber aprons for workers handling acids, alum, caustic soda, or other corrosive chemicals; (2) a luncheon-room and/or dining cubicles for shift workers; (3) a changing-room with hot and cold showers in a situation easily accessible to the workers; (4) gumboots, waterproof clothing, asbestos or leather gloves, and/or respirators for all work where such articles are necessary.

(b) Overalls when necessary to be supplied at a charge of 5s. per pair.

(c) Where gumboots are handed in by workers who no longer require them it shall be the responsibility of the company to disinfect the boots before they are issued to other workers.

(d) All workers shall keep their lockers clean and tidy, placing all rubbish in bins provided for that purpose.

(e) The management shall be responsible for seeing that the meal room is kept clean and tidy.

(f) (i) Any worker required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid, in addition to the rate of wages to which he is entitled for the time at which the work is performed, a special heat rate computed at ordinary time rates for the time he is so employed.

(ii) No worker shall be compelled to work in any space where the temperature has been raised to above 150 degrees.

(iii) A compartment or confined space means a place the dimensions of which necessitate a worker working in a stooped or otherwise cramped position or a place without proper ventilation or where confinement within a limited space is productive of unusual discomfort.

(g) Hot water shall be available at meal and refreshment times.

(h) A stop-work meeting with a limit of two hours shall be allowed once in each period of three months: Provided that a skeleton staff sufficient to maintain production shall be left on duty.

#### *Refreshment Intervals*

22. (a) *Day-Workers*—Each day-worker shall be allowed an interval of 10 minutes morning and afternoon without loss of pay.

(b) Shift workers shall, without loss of pay, be allowed two 10-minute intervals during each shift for the purpose of refreshment, the shift foreman to arrange relief where essential.

#### *Right of Entry*

23. The secretary or other authorised officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

#### *Disputes*

24. The essence of this industrial agreement 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 industrial agreement, or any of them, as to any matter whatsoever arising out of or connected therewith and not 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 to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district.

If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman, upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

#### *Workers to be Members of Union*

25. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this industrial agreement to employ or to continue to employ in any position or employment subject to this industrial agreement any adult person who is not for the time being a member of an industrial union of workers bound by this industrial agreement.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 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 industrial agreement for workers of the age of 21 years and upwards, shall be deemed to be an adult.



(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this agreement and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

#### *Under-rate Workers*

26. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this industrial 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 14 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 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 an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

#### *Scope of Industrial Agreement*

27. This industrial agreement shall apply only to the parties named herein.

#### *Term of Industrial Agreement*

28. This industrial 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 20th day of July 1960, and so far as all other provisions of the industrial agreement are concerned it shall come into force on the day of the date hereof: and this industrial agreement shall continue in force until the 20th day of January 1962.

Signed on behalf of:

The New Zealand Paper Mills, Ltd.:

G. R. COULING, General Manager.  
R. J. LUCK, Mill Superintendent.

The Auckland and Otago and Southland Wood Pulp, Paper and Paper Products Industrial Union of Workers:

G. T. NELSON, Branch President.  
C. WOODWARD, Acting Branch Secretary.