

TASMAN PULP AND PAPER CO. LTD. FACTORY ENGINEERS—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Auckland]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 7th day of October 1960, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, (hereinafter referred to as "the union") and the Tasman Pulp and Paper Co. Ltd., (hereinafter referred to as "the employer") witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:

That, as between the parties hereto, the terms, conditions and provisions herein contained shall be binding on the said parties, and the said terms, conditions and provisions shall be deemed to form part of this agreement; and, further, the said parties shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions, and provisions respectively required to be done, observed and performed, and shall not do anything in contravention of this agreement.

Clause 1, Industry to Which Agreement Applies

This agreement shall apply to metal trade workers (more particularly described in clause 5) employed by Tasman Pulp and Paper Co. Ltd. at Kawerau provided that nothing herein shall apply to foremen whose duties are substantially overseeing, not manual.

Clause 2, Hours of Work

(1) Day Workers

(a) The ordinary hours of work shall be 40 a week, of which not more than eight hours may be worked on each day from Monday to Friday inclusive between the hours of 8 a.m. and 5 p.m.

(b) A regular time for lunch break shall be established for each department, in duration not more than one hour nor less than half an hour. When a worker is called for work during his regular meal break the time so worked shall be paid for at half rate extra. Assignments of work during regular meal breaks will be kept to the minimum consistent with operating requirements and there will be no unreasonable refusal on the part of the workers.

(c) No worker shall be required to work more than five hours continuously without an interval for a meal.

(2) Shift Workers

(a) Shifts may be worked as necessary provided that this subclause shall not apply unless shifts are worked on four or more consecutive days.

(b) The ordinary hours of work for a shift worker shall not exceed five eight-hour shifts a week and such shifts may be worked on any five of the seven days of the week. The week shall be deemed to commence midnight Sunday-Monday.

(c) 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.

(d) In any case where a shift worker commences a rostered sequence of shifts in the course of which he is required to change to another sequence, he shall be paid at overtime rates for the first shift of the new sequence.

(e) Where day, afternoon and night shifts are worked, a shift allowance of 3s. 6d. per shift shall be paid to each shift worker but management shall have the right to fix its own allowances for the three shifts respectively 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. Where only two shifts day and night are worked, a shift allowance of 5s. a shift shall be paid to a shift worker on the night shift provided that current practice in the sawmill shall continue. Either party shall have the right to open discussions for review of the sawmill allowance should operating schedules be materially altered.

Clause 3, Overtime

(1) Day Workers

(a) Time worked on any day, Monday to Friday outside of or in excess of the hours specified in clause 2 (1) (a) 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 between 10 p.m. and 6 a.m. shall be paid for at double time. Time worked on Saturday after 12 noon, or on Sunday, shall be paid for at the rate of double time.

(b) Any worker who, after having completed his day's work and left the place of employment, is called back to work overtime shall be paid a minimum of two hours' pay at the appropriate overtime rate and travelling time computed at one hour's ordinary rate.

(c) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least eight consecutive hours off duty between the work of successive days. A worker who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least eight consecutive hours off duty between those times shall, subject to this subclause, be released after

completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time (as prescribed in subclause (1) (a) of clause 2) occurring during such absence. If, on the instructions of his employer, such a worker resumes or continues work, without having had such eight consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period, and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay of ordinary working time (as prescribed in subclause (1) (a) of clause 2) occurring during such absence.

(d) Any worker required to work more than one hour's overtime outside of the ordinary working hours or to work more than five hours on Saturday or Sunday, shall be provided with a suitable meal or paid meal money of 5s. Where overtime is protracted and further meal intervals become due in terms of clause 2 (1) (c) a corresponding meal shall be supplied or meal allowance paid.

(2) Overtime and Penal Rates - Shift Workers

(a) All time worked outside of or in excess of the scheduled shifts or time worked on any rostered day off shall count as overtime and be paid for at time and a half rate for the first three hours and double ordinary time thereafter.

(b) Work performed on Saturday and Sunday as part of the ordinary hours of work shall accrue the following penal rates:

(i) Before noon on Saturday - first three hours at half ordinary rate extra and thereafter ordinary rate extra.

(ii) After noon on Saturday and on Sunday - ordinary rate extra.

(c) Work performed on Saturday and Sunday when outside the ordinary hours of work:

(i) Before noon on Saturday - first three hours at time and half rate and thereafter double ordinary rate.

(ii) After noon on Saturday and on Sunday - double ordinary rate.

(d) Any shift worker who, after having completed his day's work and left the place of employment, is called back to work overtime shall be paid a minimum of two hours' pay at the appropriate overtime rate and travelling time computed at one hour's ordinary rate.

(e) Any shift worker required to work overtime for more than one hour outside his scheduled shift shall be provided with a suitable meal or paid a meal allowance of 5s.

Clause 4, Holidays

(a) The following shall be the recognised holidays - 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, Boxing Day. Time worked on any of these holidays shall be paid for at double rates in addition to any ordinary wages for the holiday to which the worker is entitled under subclause (c) of this clause. For the purpose of essential mill maintenance, Boxing Day will be treated as a working holiday. Upon request by a worker, who has worked on Boxing Day in terms of this sub-clause, a day off without pay in lieu may be allowed, to be taken as mutually convenient.

(b) Where any of these holidays, except Anzac Day, falls on a Saturday or Sunday such holidays shall be observed on the following working day or days as prescribed by the Public Holidays Act.

(c) Payment of wages for the said holidays shall be made to all persons who perform work under this agreement at any time during the fortnight ending on the day on which the holiday occurs. The employer shall pay one-tenth of a day's

ordinary wages to each worker in respect of each ordinary day worked by him for that employer during the fortnight ending on the day of any holiday referred to in sub-clause (a) of this clause: Provided that for the purposes of this subclause workers whose employment is covered by this award shall be deemed to be subject to the provisions of section 28 (2) of the Factories Act 1946, as amended by section 6 of the Factories Amendment Act 1956.

(d) Except in the case of Anzac Day when it falls on a Saturday or a Sunday, where a rostered day off falls on an award holiday the shift worker concerned shall be entitled to payment of any such holiday.

(e) Except as provided in subclause (f) of this clause, 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 award 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.

(f) Whenever the employer elects to operate and for so long as he continues to operate a four shift continuous roster system scheduling maintenance on seven days of the week, 24 hours of the day and including any or all of the holidays specified in subclause (a) hereof, rostered shift workers shall work on any or all of such holidays as required by the employer, provided that apart from the closing down and starting up of plant, plant safety and essential services, work shall not be required on Christmas Day and New Year's Day, and provided further that the employer may substitute another recognised holiday for New Year's Day.

Shift workers who have worked under the four-shift continuous roster for a complete year shall be allowed an annual holiday of three weeks, the first two weeks of which shall be paid for on the same terms as provided in subclause (e) hereof and the third week (which may be allowed either in conjunction with or separately from the first two weeks as the employer may decide and as far as practicable to meet the wishes of the worker concerned), shall be paid as for 42 hours at ordinary rates of pay.

Shift workers who have worked under the four-shift continuous roster for part of the year only shall be entitled to a corresponding proportion of the third week: Provided that by agreement between the employer and the worker, and subject to the approval of the local branch of the union, payment may be made for the part week in satisfaction of the holiday entitlement.

Clause 5, Wages, Service Pay, Tool Allowance

(a) *Rates of Pay*—It is acknowledged by the union and accordingly recorded by the parties:

Incorporated in the following rates of wages are industrial allowances to replace completely the range of special payments for dirty work, confined space, heat and cold, welding and gas-cutting, height, gas masks and all other allowances pertaining to working conditions.

The differentials between classifications have been assessed on the basis that due allowance has been built into the rates to cover day to day work assignments outside of the department or group in which substantive classification is made. The only exception to this rule is where a worker spends more than four hours in any day in a higher-rated department or classification when the appropriate rate shall apply for the whole of that day.

The following shall be the rates of pay:

(i) *Day Workers*

	Per Hour	Per Week
	s. d.	£ s. d.
Pulp and paper—		
Tradesmen	8 3	16 10 0
Tradesmen's mates	7 3	14 10 0
Instrument—		
Fitter	7 11 $\frac{3}{4}$	15 19 2
Machine shop—		
Tradesmen	7 11 $\frac{3}{4}$	15 19 2
Patternmaker	8 1 $\frac{3}{4}$	16 5 10
Rollgrinders	7 8 $\frac{3}{4}$	15 9 2
Second class machinist	7 2	14 6 8
Tradesmen's mates	6 11 $\frac{3}{4}$	13 19 2
Labourer-cleaner	6 7 $\frac{3}{4}$	13 5 10
Sawmill and woodroom—		
Tradesmen	8 1 $\frac{1}{2}$	16 4 2
Tradesmen's mates	7 1 $\frac{1}{4}$	14 4 2
Steam plant—		
Tradesmen	8 3	16 10 0
Tradesmen's mates	7 3	14 10 0
Lagger	8 0 $\frac{1}{4}$	16 0 10
Fitter-welder	8 5	16 16 8
Metal spraying will be carried out by fitter-welders, provided that if the work be done by another classification, fitter-welder's rate shall be paid for the time involved.		
Motor mechanic	8 1 $\frac{3}{4}$	16 5 10
Vehicle serviceman	7 1 $\frac{1}{4}$	14 4 2
Rope splicer	7 11 $\frac{3}{4}$	15 19 2
Salvage storeman	7 10	15 13 4

(ii) *Shift Workers*

Paper tradesmen	8 9	17 10 0
Pulp tradesmen	8 6 $\frac{1}{2}$	17 1 8
Sawmill and woodroom—		
Tradesmen	8 2 $\frac{3}{4}$	16 9 2
Tradesmen's mates	7 2 $\frac{3}{4}$	14 9 2
Instrument fitter	8 1 $\frac{1}{4}$	16 4 2

(b) *Leading Hands*—(i) Where a worker has been specially directed by his employer to take charge of four or more workers, he shall be paid 2s. 6d. a day extra.

(ii) Where a worker has been specially directed by his employer to take charge of any job and has under his control not less than four tradesmen, such worker shall be paid 3s. 8d. a day extra provided that the job shall extend for one day or more. Where a worker is substantively classified as a leading hand, his rate shall be increased by 5 $\frac{1}{2}$ d. an hour, in lieu of the foregoing daily allowance.

(c) *Service Pay*—Service pay on the following basis shall accrue:

For service exceeding one year – $\frac{1}{2}$ d. an hour.

For service exceeding two years, a further $\frac{1}{2}$ d. an hour, making 1d. an hour in all.

For service exceeding five years, a further 1d. an hour, making 2d. an hour in all.

Service pay shall count for the calculation of overtime and penal rates.

Service now accrued shall qualify.

Service must be continuous so that if a worker leaves or is discharged and returns to the employer, he commences afresh without service pay and his qualification runs from date of return.

(d) *Tool Allowance*—A tradesman required to provide his own tools (except drills, taps, hacksaw blades and files) shall qualify for a tool allowance of 2d. for each hour worked provided that he has, to the satisfaction of the employer, sufficient and suitable tools for the work on which he is employed. Tool allowance shall not be payable if the employer supplies all the tools required. The employer shall compensate a worker for tools lost by fire on the employers' premises. Lists of "sufficient and suitable" tools for the various categories of tradesmen will be drawn up by agreement between employer and union and the agreed list shall thenceforward be the basis of determining qualification for tool allowance.

(e) *Deduction from Wages*—The employer shall be entitled to make a rateable deduction from the wages of weekly workers provided for herein for time lost through sickness, default or accident or through absence with the consent of the employer.

Clause 6, Payment of Wages

(a) Pay day shall be Wednesday in each week except where the incidence of award holidays makes this impracticable when pay day shall be on Thursday.

(b) All wages shall be paid on dismissal of a worker or when a worker leaves of his own accord.

(c) Each worker shall be supplied with a statement showing details of his earnings for each pay period, and any deductions therefrom.

(d) One week's notice of termination of employment shall be given on either side: Provided, however, that the employer shall be entitled to dismiss a worker summarily for misconduct.

Clause 7, General Conditions

(a) It shall be the duty of the employer to provide lockers or other suitable accommodation wherein employees may keep their clothes, good ventilation, and proper sanitary arrangements, also a sufficient supply of boiling water at meal-times and hot water for washing at knocking-off times, and adequate and suitable washing facilities. Workers will co-operate with management to ensure that work areas and amenities are maintained in a tidy and orderly condition.

(b) Proper shelter shall be provided to protect workers from cold winds or wet weather when working in the open.

(c) Where portable electric lights, electric drills, and other portable electrical equipment are in use every care shall be taken to see that they are properly insulated. Workers shall immediately report to the foreman any defect in such equipment, which shall not be used again until it has been made safe.

(d) Suitable screens shall be supplied for electric welding machines and shall be used by operators wherever it is not impracticable to do so.

(e) Workers employed on gas or electric welding and cutting shall be provided with goggles or helmets, and gauntlets or gloves and when engaged on overhead work, leather aprons and full sleeve length jerkins shall be available.

(f) Protective glasses shall be supplied on request where they are required for use with grinding wheels. Provision shall be made for sterilising in a formalin box, or by other means, of gloves, goggles, or helmets.

(g) A rest interval of not less than 10 minutes shall be allowed morning and afternoon without deduction of pay, and also after each two hours' continuous overtime provided that the overtime is to be continued after such interval.

(h) An employer shall provide reasonable facilities for supplying warmth for men working in the workshops in cold weather.

(i) Whenever practicable, duty lists for planned weekend overtime shall be posted by the employer not later than Thursday noon.

(j) No worker shall be required to work on live steam pipe lines or on moving machinery where he is beyond easy calling distance of some other person who may or may not be subject to this agreement.

(k) Present practice as to provision of milk for men carrying out welding work shall be continued.

(l) Mill safety rules shall be promulgated to all employees covered by this agreement and departmental rules drawn up through the safety committees shall be issued as necessary to maintenance men.

(m) Two pairs of overalls shall be issued to each worker and an additional pair to motor garage fitters, the overalls to be replaced when worn out.

(n) When employed on work for which the industry award provides for the supply of boots, workers subject to this agreement shall be so supplied.

(o) The union will be granted authority by the employer to have a stop-work meeting of one hour each quarter on a date and time mutually agreed to. Such meetings are not to interfere with essential production. In special circumstances the employer is prepared to consider requests for additional stop-work meetings.

Clause 8, Accidents

(a) An adequate first-aid emergency kit shall be kept in a convenient and accessible place in every works, and shall be open to inspection once a month by a union official.

(b) Facilities shall be provided for rendering first-aid in the case of accident to workers while working outside the employer's place of business.

(c) Provision shall be made for a supply of hot water at short notice.

(d) Where a worker is injured in the course of his employment and is obliged to attend hospital or a doctor for treatment during working hours, such worker shall be paid by the employer for time so lost on the day of the accident but not for more than two hours.

Clause 9, Workers to be Members of Union

(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 agreement 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 an industrial union of workers bound by this 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 award 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.

Clause 10, Under-rate Workers

(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 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 in 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.

Clause 11, Engineering Students

Any student of any recognised university engineering college in the Dominion who engages himself to any employer party to this agreement for the purpose of obtaining practical experience to supplement his theoretical training during the vacation period shall be exempt from the provisions of this agreement: Provided that this shall not entitle an employer to dismiss a worker in order to make room for a student.

Clause 12, Matters Not Provided For

The essence of this 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 not satisfactorily resolved through the mill grievance procedure shall arise between the parties bound by this agreement, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this 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.

Clause 13, Right of Entry

The secretary or other authorised representative of the local union of workers concerned 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. The employer shall give recognition to any worker who is appointed shop steward in the establishment in which he is employed.

Clause 14, Terms of Agreement

This agreement shall come into force on the 10th day of October 1960 and shall continue in force until the 9th day of October 1961.

Signed on behalf of the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers:

K. A. BERRY, Auckland District Secretary.

A. D. GEOR, Whakatane Sub-branch Secretary.

Witness: J. BUFTON.

Signed on behalf of Tasman Pulp and Paper Co. Ltd.:

D. W. TIMMIS.

A. E. LEVENSAILOR.

Witness: G. WHATNALL.
