

TASMAN PULP AND PAPER CO. LTD. PAINTERS AND DECORATORS—
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 27th day of August 1962 between the New Zealand Painters and Decorators 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 painters (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

(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 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.

Clause 3, Overtime

(a) Time worked on any day, Monday to Friday outside of or in excess of the hours specified in clause 2 (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 (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 for ordinary working time (as prescribed in subclause (a) of clause 2) occurring during such absence.

(d) Workers who, without previous notice, are required to work overtime extending more than one hour past normal meal times will be furnished a meal or paid meal money of 5s. 1½d. Normal meal times referred to above are:

- 8 a.m. – Provided work begins before 7 a.m.
- 12 noon
- 5 p.m.
- 11 p.m.

(e) Overtime work assignments will be consistent with operating requirements but there shall be no unreasonable refusal on the part of the workers.

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 may 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 subclause (a) of this clause; provided that for the purposes of this subclause workers whose employment is covered by this agreement 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) 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 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 are to be disregarded in making the computation.

Clause 5, Wages, Service Pay, Men in Charge of Work, Overall Allowance, Brushware

(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 wet and dirty work, confined space, spray gun work, heat and cold, height, gas masks and all other allowances pertaining to working conditions.

The following shall be the rates of pay—	Per Hour		Per Week		
	s.	d.	£	s.	d.
Painter certified as scaffolder and who regularly carries out such work	8	4	16	13	4
Painter	8	3	16	10	0

(b) After six months' continuous service with the same employer a worker shall be deemed to be a weekly worker.

(c) In respect of any workers employed on the weekly basis, no deduction shall be made from the weekly wage except for time lost due to sickness accident or default of the worker or through absence with the consent of the employer.

(d) A worker appointed by the employer to take charge of jobs where two or more additional men are employed shall be paid not less than the following amounts per day for the time he is so in charge, in addition to the rates of pay prescribed elsewhere in this agreement.

	Per Day	
	s.	d.
In charge of two and up to six men	2	7
In charge of seven and up to twelve men	3	1
In charge of thirteen and up to twenty men	3	7
Over twenty men	4	1

Where a worker is substantively classified as a leading hand, his rate shall be increased by 5½d. an hour in lieu of the foregoing daily allowance.

(e) *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.

(f) In addition to the foregoing rates, 1d. per hour for each hour worked shall be paid to each worker as an allowance to cover the cost of painters' overalls, sand-shoes and signwriters' pencils.

(g) *Brushware*—The employer shall provide all burning-off tools and all brushware except signwriters' pencils.

(h) The rates of remuneration determined by this agreement include the effects of the general order of the Court of Arbitration dated 4 July 1962.

Clause 6, Payment of Wages

(a) Pay day shall be Wednesday in each week except where the incidence of holidays under clause 4 (a) and (b) 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) In the case of hourly workers eight hours, and the case of weekly workers 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) Where portable electrical equipment is in use every care shall be taken to see that it is 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.

(c) 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.

(d) 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.

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

(f) 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.

(g) Clean overalls for work in dirty areas and protective clothing shall be supplied on loan by the employer where necessary.

(h) The union will be granted authority by the employer to have a stopwork 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 stopwork 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, Unqualified Preference

(a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of the union of workers bound by this agreement, become a member of such a union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

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

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, 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 12, Right of Entry

Upon request the employer shall permit the secretary or other authorised officer of the union of workers to enter at all reasonable times upon the premises or works and there interview the workers, but not so as to interfere unreasonably with the employer's business.

Clause 13, Term of Agreement

This agreement shall come into force on the 27th day of August 1962 and shall continue in force until the 29th day of February 1964.

Dated this 27th day of August 1962.

Signed on behalf of the New Zealand Painters and Decorators Industrial Union of Workers:

Witness—A. J. CARPENTER.

Witness—W. M. HANHAM.

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

Witness—M. W. SCHMELZ.

Witness—G. O. WHATNALL.

G. M. HAGAN, Secretary.

F. FADDELL, Delegate.

H. E. PELLETIER, Mill Manager.

H. HAMBY, Industrial Relations Manager.
