

TASMAN PULP AND PAPER CO. LTD.: ENGINE DRIVERS, FIREMEN AND
GREASERS—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 11th day of February 1963 between the New Zealand Engine Drivers, Firemen, Greasers and Assistants Industrial Union of Workers, (hereinafter referred to as "the union"), of the one part, and Tasman Pulp and Paper Co. Ltd., Kawerau, Bay of Plenty (hereinafter referred to as "the employer"), 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.

SCHEDULE

Interpretation

1. This industrial agreement shall apply to workers employed by Tasman Pulp and Paper Co. Ltd. at Kawerau, for whom provision is made in clause 6 hereof.

Nothing herein shall apply to foremen whose duties are substantially overseeing not manual.

Hours of Work

2. (a) *Day Workers:* (i) The ordinary hours of work shall not exceed 40 a week nor more than eight hours a day on the five days of the week Monday to Friday inclusive between the hours of 8 a.m. and 5 p.m.

(ii) 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.

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

(iv) Each day worker shall be allowed an interval of 10 minutes morning and afternoon without loss of pay.

(b) *Shift Workers:* (i) Shifts may be worked to cover all or any part of the 24 hours of the day and the seven days of the week as required by the employer. The ordinary hours of work shall not exceed five eight-hour shifts to be worked between midnight Sunday-Monday and midnight Friday-Saturday.

(ii) Each shift worker shall be afforded reasonable opportunity during the shift to partake of a meal and two 10-minute intervals during each shift for refreshment but machinery shall be kept fully working and production shall not be impeded.

(iii) 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.

Overtime

3. (a) Time worked outside or in excess of the hours prescribed in clause 2 hereof or time worked on any rostered day off between midnight Sunday-Monday and midnight Friday-Saturday shall be paid for at the rate of time-and-a-half for the first three hours in any one day and at double-time rates thereafter. Time worked after 12 noon on Saturday and all time worked on Sunday shall be paid for at double rates.

(b) A worker who works so much overtime between the termination of his ordinary work or shift on one day and the commencement of his ordinary work or shift on the next day, that he has not 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 clause 2) occurring during such absence. If on the instructions of the 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 occurring during such absence.

(c) 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.

(d) When a worker is required to work more than nine hours he shall be provided with a meal at the end of the first nine hours and at the end of each subsequent four hours of work provided that work continues thereafter. If not provided with a meal on any occasion the worker shall be entitled to a meal allowance of 5s. 1½d.

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.

(e) Overtime work assignments will be consistent with operating requirements but there shall be no unreasonable refusal on the part of the workers. Overtime shall, as far as practicable, be equitably distributed amongst the workers concerned.

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

Shift Allowance

4. (a) Shift allowances for day, afternoon and night shift system shall be:

Day shift: i.e., 8 a.m. – 4 p.m. Nil.

Afternoon shift: i.e., 4 p.m. – midnight. 3s. 6d. a shift.

Night shift: i.e., midnight – 8 a.m. 7s. 6d. a shift.

When 12 hour shifts are worked the total shift allowance of 11s. shall be divided between the two shifts.

Pro rata shift allowance shall be paid where a worker undertakes less than a full shift – including duty as a replacement or substitute for a regular shift worker.

(b) Shift allowances for two-shift operation day and afternoon shall be:

Day shift: 1s. 6d.

Afternoon shift: 3s. 6d.

(c) 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

5. Any engineering, science, or accountancy student of any university or recognised educational institution in New Zealand who engages himself to the employer party to this 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 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 herein for such work.

Wages and Service Pay

6. (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, dusty and dirty work, work with chemicals, work in boilers, tanks, chests and sumps, confined space, heat, height and all other allowances pertaining to working conditions. All existing agreements, understandings and working arrangements in connection with allowances for working conditions are consequently superseded from the date of coming into force of this industrial agreement.

The following shall be the rates of pay:

<i>Power and Steam Department:</i>					Per hour
					s. d.
Turbine room attendant	.....	.....	.....	.....	9 9
Power boiler operator	.....	.....	.....	.....	9 4
Assistant power boiler operator	.....	.....	.....	.....	9 1
Water tender	.....	.....	.....	.....	8 10
Auxiliary operator and helper (inside)	.....	.....	.....	.....	8 8
Auxiliary operator and helper (outside)	.....	.....	.....	.....	8 8
Boilerhouse attendant	.....	.....	.....	.....	8 3
Utility man	.....	.....	.....	.....	7 9

<i>Locomotive Crew:</i>	Per hour	
	s.	d.
Driver	8	8
Shunter	8	5
Assistant shunter	8	2

Mill Greasers:

On shift	8	4
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While employed on paper mill routine including lubrication inspection inside of drier hood of number 1 machine while the machine is running (under present operating arrangements of two inspections a shift) the rate shall be increased by 11d. an hour: Provided that this extra rate shall be subject to review should such operating arrangements be altered.

Day men	8	5
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(b) *Youths:* Youths may be employed in the proportion of one youth to each three adult workers employed under the terms of this agreement.

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

The following shall be the rates of wages:

	An hour	
	s.	d.
16 to 16½ years	4	6
16½ to 17 years	5	0
17 to 17½ years	5	6
17½ to 18 years	6	0
18 to 18½ years	6	6

Thereafter, adult rates

(c) A service allowance on the following terms shall be paid:

- (i) For service exceeding one year ½d. an hour.
 - (ii) For service exceeding two years a further ½d. an hour, making 1d. an hour in all.
 - (iii) For service exceeding five years a further 1d. an hour, making 2d. an hour in all.
 - (iv) This allowance shall count for the calculation of overtime and special rates.
 - (v) Service now accrued qualifies for the allowance.
 - (vi) Service must be continuous so that if a man leaves or is discharged and returns to the employer he commences afresh without service allowance and his qualification for the allowance runs from date of return.
 - (vii) Service must be with the same employer and not merely in the industry.
 - (viii) Payment of this allowance shall be made on each pay day.
- (d) The rates of remuneration determined by this agreement include the effect of the general order of the Court of Arbitration dated 4 July 1962.

Holidays

7. (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.

(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) Except in the case of Anzac Day when it falls on a Saturday or a Sunday, where a rostered day off falls on a recognised 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 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.

(f) Whenever the employer elects to operate and for so long as he continues to operate a four shift continuous roster system scheduling production on seven days of the week, 24 hours of the day and including any or all of the holidays specified in subclause (a) of clause 6 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 Boxing Day.

Shift workers at any such mill who have worked under the 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) of this clause 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 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.

Pay Day

8. Wages shall be paid weekly during working hours, 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.

Notwithstanding the foregoing other arrangements may be agreed on between the employer and the local branch of the union.

Termination of Employment

9. The employment of any worker during the first four weeks of employment shall be terminable by eight hours' notice on either side. After one month's service, the employment – for termination purposes only – shall be deemed to require one week's notice on either side. The employer shall however be entitled to dismiss a worker summarily for misconduct.

General Provisions

10. (a) The employer shall provide (1) a separate locker for each worker as near as practicable to his own department, clogs and rubber goshes 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) Workers shall be issued with two pairs of overalls each year. Where undue deterioration of overalls has occurred through conditions on the job, an extra issue may be made, subject to the used gear being returned.

(c) When 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) Issue equipment not returned shall be charged to the worker concerned less allowance for fair wear and tear and the value may be deducted from any wages due to the worker.

(e) All workers shall keep their lockers clean and tidy and place all rubbish in covered bins provided for that purpose.

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

(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.

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

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 or department to undertake any other work in the said industry that the employer may require him to undertake. 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. Provided that a worker under specific training instructions for a higher rated job will be paid half the difference between the rates prescribed for his own and the higher classification if more than one hour is so spent.

Under-rate Workers

12. (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 capacity, 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.

Disputes

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

Unqualified Preference

14. (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 a 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.

Right of Entry

15. 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.

Term of Agreement

16. This 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 31st day of December 1962, and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 31st day of December 1963.

In witness whereof the parties have executed these presents on the day and year first above written:

Signed for and on behalf of the New Zealand Engine Drivers, Firemen, Greasers and Assistants Industrial Union of Workers:

R. H. JENKINS, Local Delegate.

Witness to the above signature—P. L. Rowlands.

JOHN J. MITCHELL, Auckland President.

Witness to the above signature—S. H. Sandford.

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

H. E. PELLETIER, Mill Manager.

Witness to the above signature—W. W. Olsen.

G. O. WHATNALL, Assistant Industrial Relations Manager.

Witness to the above signature—R. D. Butt.