

TASMAN PULP AND PAPER COMPANY LIMITED, MT. MAUNGANUI PULP AND
PAPER WORKERS—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION
ACT 1913

THIS industrial agreement made in pursuance of the Labour Disputes Investigation Act 1913 this 10th day of October 1963 between the New Zealand Federation of Woodpulp, Paper and Paper Products Workers (hereinafter referred to as "the federation") of the one part and the Tasman Pulp and Paper Co. Ltd. (hereinafter referred to as "the employer") of the other part whereby it is mutually agreed by and between the parties hereto as follows:

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

1. *Interpretation*

This industrial agreement shall apply to workers employed by Tasman Pulp and Paper Co. Ltd. at Mount Maunganui in or in connection with the receiving, storage, handling, repacking and despatch of the company's products as more particularly described in clause 7 hereof.

Nothing herein shall apply to foremen whose duties are substantially over-seeing not manual nor to chemists or their assistants.

2. Hours of Work

(a) *Day Workers*—(i) The ordinary hours of work shall be 40 a week of 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. Except that for those workers employed under a day roster system the ordinary hours of work may be fixed by agreement between the federation and the employer.

(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 extra rate. 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) Work shall be continuous throughout each shift except for intervals prescribed herein for meals and refreshments. 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.

(iv) 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 overtime rates for the first shift of the new sequence.

3. Overtime and Penal Rates

(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.

Overtime Work in Loading, Unloading and General Warehousing Services—Workers when assigned overtime between Monday and Friday inclusive shall be entitled to a minimum of three hours' employment at the appropriate overtime rate. Where however work extends beyond such three hours the minimum shall be four hours.

Workers when assigned overtime on Saturday shall be entitled to a minimum of four hours' employment at the appropriate overtime rates for work performed before 1 p.m. and for work performed after 1 p.m., shall be entitled to a further minimum of four hours' employment.

(b) (i) *Day Workers*—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 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) accruing 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 accruing during such absence.

(ii) *Shift Workers*—Except in the normal or rostered changing of shifts any worker required to work a second shift within 24 hours from the time of commencing his normal or rostered shift shall receive overtime rates for such second shift.

(c) 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.

(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. 3d.

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.

(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.

4. *Change From Shift to Day Work*

A shift worker transferring from shift to day work at such point of the roster that his rostered day/s off in terms of the shift routine fall between Monday and Friday shall be available for day work on such rostered day/s off and for the purpose of payment subclause 3 (a) shall be deemed to apply. If the worker at his own request has leave from work on such rostered day/s off, then no payment shall accrue.

5. *Shift Allowance*

(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	4s. a shift
Night shift, i.e., midnight – 8 a.m.	8s. a shift

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

Prorata 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	2s.
Afternoon shift	4s.

(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.

6. Students

Any engineering, science, or accountancy student of any university or university college in New Zealand who engages himself to any 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 an 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 agreement for such work.

7. Wages and Service Pay

(a) *Rates of Pay*—It is acknowledged by the federation 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 agreement.

In respect of any work in substantial degree beyond the normal and expected duties of the workers subject to this agreement, the federation shall have the right to negotiate with the employer.

The following shall be the rates of pay—

	Per Hour
	s. d.
Sheeter loader	7 5
Truck, fork lift, clamp lift, tractor handyman driver	7 6
Leading hand	8 8

(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—

	Per 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) *Females*—Females may be employed at such rates of pay as are agreed upon between the employer and federation.

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

- (d) A service allowance on the following terms shall be paid:
- (i) For service exceeding one year $\frac{1}{2}$ d. an hour.
 - (ii) For service exceeding two years a further $\frac{1}{2}$ d. 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 Tasman Pulp and Paper Co. Ltd. and not merely in the industry.
 - (viii) Payment of this allowance shall be made on each pay day.
- (e) The rates of remuneration determined by this agreement include the effect of the General Order of the Court of Arbitration dated 4 July 1962.

8. 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

(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 for 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.

After 10 continuous years' service with the employer party to this agreement, a third week of annual holiday shall be allowed at ordinary rates of pay i.e. as for 40 hours, to all workers except those for whom a third week is granted under subclause (f) hereof. That is to say, the annual holiday for any worker subject

to this agreement shall not exceed three weeks. Time served with the employer prior to the date of this agreement shall be counted for the purpose of assessing holiday entitlement.

(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 8 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 who have worked under the roster for a complete year shall be allowed an annual holiday of three weeks, paid for on the same terms as provided in subclause (e) of this clause provided that the third week 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.

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 federation, payment may be made for the part week in satisfaction of the holiday entitlement.

9. *Payday*

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 federation.

10. *Termination of Employment*

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.

11. *General Provisions*

(a) The employer shall provide (1) a separate locker for each worker as near as practicable to his own department, clogs and rubber goloshes 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) 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) 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 degrees.

(j) A worker called upon to work overtime which involves starting or finishing work at a time when his ordinary means of transport are not available 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.

(k) Workers who reside outside a 3-mile radius from their place of work shall be paid a travelling allowance of 6s. a week but in respect of such workers subclause (j) hereof shall not apply.

12. *Variation of Duties*

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.

13. *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 federation, 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 federation and such workers 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 federation 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 federation upon such wage without having the same so fixed.

(d) It shall be the duty of the federation 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.

14. *Disputes*

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.

15. *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 federation of workers bound by this agreement, become a member of such federation 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 the federation 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 the federation 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 federation and every worker who fails to remain a member of the federation 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 federation that the worker has been requested to become a member of the federation and has failed to do so, or that the worker having become a member of the federation 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.

16. *Right of Entry*

The secretary or other authorised officer of the federation 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.

17. Term of Agreement

This agreement in so far as it relates to rates of wages shall be deemed to have come into force on 16 September 1963 and in respect of all other conditions from the day of the date hereof and shall continue in force until 15 March 1965.

Signed on behalf of the New Zealand Federation of Woodpulp Paper and Paper Products Workers:

J. L. MURPHY, Assessor.

Witness—W. V. Hawker.

C. K. GLENDENING, National Secretary.

Witness—W. V. Hawker.

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

W. W. OLSEN, Mill Manager.

Witness—W. Hulse.

G. O. WHATNALL, Industrial Relations Manager.

Witness—W. Hulse.

[NOTE—This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Auckland pursuant to section 8 (1) of the said Act, on the 23rd day of October 1963.]
