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CAXTON PAPER MILLS LTD. FACTORY ENGINEERS—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 20th day of December 1963, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (hereinafter referred to as "the union") and Caxton Paper Mills 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.

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SCHEDULE

1. This agreement shall apply to maintenance tradesmen assistants and labourers employed by Caxton Paper Mills Limited at Kawerau.

*Hours of Work*

2. (a) The ordinary hours of work shall not exceed 40 per week, nor more than eight per day on the five days of the week Monday to Friday inclusive between the hours of 7.30 a.m. and 5 p.m. A worker shall not be required to work more than 4½ hours continuously without an interval of at least half-an-hour for a meal provided, however, that by mutual agreement the 4½ hours may be extended to 5 hours in cases of emergency or urgent breakdown work and this extended time will be paid for at overtime rates until a meal break is allowed.

(b) (i) The ordinary hours of work for shift workers 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 meals but machinery shall be kept fully working and production shall not be impeded.

(iii) Except in the case of a replacement and/or substitute for a regular shift worker who is temporarily absent due to sickness, accident or other causes 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 the commencement of such shift work.

#### *Overtime*

3. (a) Time worked outside or in excess of the hours prescribed in clause (2) hereof shall be paid at the rate of time-and-a-half for the first three hours in any one day and at double time rates thereafter.

(b) Time worked after 12 noon on Saturday shall be paid at double rates.

(c) Time worked on Sundays and holidays shall be paid at double rates.

(d) 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 sub-clause, 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.

(e) In the cases of breakdown and emergency full co-operation will be given by working as much overtime as is necessary to overcome such breakdown or emergencies.

#### *Call Out*

4. (a) Any worker who has left the place of employment after having completed his day's work and is called back to work shall be paid an attendance allowance of 5s. 3d. and a minimum of two hours at the appropriate rate, provided that where the call out occurs between 10 p.m. and 6 a.m. the minimum shall be three hours.

(b) *On Call*—Any worker who agrees to be on call outside his normal working hours shall be paid 6s. per day for each day such arrangement is made.

#### *Meal Money*

5. Meal money at the rate of 5s. 3d. per meal shall be allowed workers required to work overtime beyond one hour after their usual daily time of ceasing work, and at the end of each subsequent four hours of work provided that work continues thereafter. Meal money shall also be allowed to workers required to work overtime beyond one hour before their usual daily time of starting work (other than on a call out.)

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.

#### *Shift Allowance*

6. A shift allowance of 4s. per shift shall be paid for shifts worked outside the ordinary hours provided that while the present shift system continues 6s. shall be paid on this shift.

*Holidays*

7. (a) The following holidays shall be allowed and paid for: Christmas Day, Boxing Day, New Year's Day, and day following New Year's Day, Labour Day, Anzac Day, Anniversary Day, the birthday of the reigning Sovereign, Good Friday and Easter Monday.

(b) The provisions of the Public Holidays Act 1955 which deal with the transference of holidays which fall on a Saturday and Sunday shall apply to this agreement.

(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 1/10th of a day's ordinary wages to each worker in respect to each ordinary day worked by him for the employer during the fortnight ending on the day of any holiday referred to in sub-clause (a) of this clause.

*Annual Holidays*

8. The provisions of the Annual Holidays Act 1944 and its amendments shall apply to all workers covered by this agreement 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 allowances are to be disregarded in making the computation.

*Terms of Employment*

9. (a) After one weeks service the employment shall be deemed to be a weekly one and one weeks notice shall be given by either side or one weeks wages paid or forfeited as the case may be. Provided, however, that the employer shall be entitled to dismiss any worker summarily for misconduct.

(b) Wages shall be paid not later than Thursday in each week.

		<i>Wages</i>	<i>Per Hour</i>	
			s.	d.
10. (a) (i)	Certified engineer tradesmen	.....	8	10
	Engineer tradesmen	.....	8	8
	Tradesmen handymen	.....	8	3
	Head storeman greaser	.....	7	11
	Storeman greaser	.....	7	9
	Assistants	.....	7	6
	Labourers	.....	7	0

(ii) Leading hands shall receive 5d. per hour in addition to the rates provided herein.

(iii) Junior labourers and assistants may be employed on the following wage scale in the proportion of 1 to 2 or fraction of 2 adult workers employed provided that adult labour is available.

		<i>Per Hour</i>	
		s.	d.
Under 17	.....	4	3
17-18	.....	4	9
18-19	.....	5	6
19-20	.....	6	6

Included in the above rates is an allowance in full satisfaction and discharge of all working conditions and operations that may arise in the performance of the normal and expected duties of the workers concerned in the pulp and paper mill of the employer.

(b) *Service Allowance*—A service allowance on the following terms shall be paid:

- (i) For service exceeding one year —  $\frac{1}{2}$ d. per hour.
- (ii) For service exceeding two years — a further  $\frac{1}{2}$ d. per hour making 1d. per hour in all.
- (iii) For service exceeding five years — a further 1d. per hour making 2d. per 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 qualifications for the allowance runs from date of return.

#### *Tool Allowance*

11. A tradesman required to provide his own tools (except drills, taps, hack-saw 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 thence-forward be the basis of determining qualification for tool allowance.

#### *General Conditions*

12. (a) All the provisions of the Factories Act 1946 and its amendments will apply in respect of washing and sanitary facilities, clothing accommodation, first aid, dining facilities, and hot water, and safety requirements.

(b) All portable electrical gear shall be properly insulated and any defects shall be immediately reported to the foreman.

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

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

(e) The employer shall supply reasonable facilities for supplying warmth for men working in the workshop in cold weather.

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

(g) Three suits of overalls shall be supplied each year to engineering tradesmen and the greaser and two suits shall be supplied to other workers. On termination of employment overalls issued shall be returned or a rateable deduction for same shall be made from wages.

(h) 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 of continuous overtime provided that overtime is to be continued after such interval.

(i) An obligation shall rest upon every worker employed to equip himself with footwear and apparel suitable for the work he undertakes.

(j) 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.

#### *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, as to any matter whatsoever arising out of or connected therewith and not specially 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.

#### *Under-rate Workers*

14. (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 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 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.

#### *Unqualified Preference*

15. (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 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 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 purpose 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.

(f) Any employer who is requested in writing by the secretary of the union so to do shall, within one month after receipt of such request, supply to the union a list of all workers coming within the scope of this agreement then in his employ; but such request shall not be made to the employer at intervals shorter than six months.

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

#### *Right of Entry*

16. 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.

#### *Increase in Rates of Remuneration*

17. It is agreed that the Courts General Order made under the Economic Stabilisation Regulations 1953 and dated the 4th day of July 1962 shall not apply to the rates of remuneration determined by this agreement.

(In determining the wage rates set out in this agreement the effect of the General Order was incorporated.)

#### *Term of Agreement*

18. This agreement shall come into force on the 9th day of December 1963 and shall continue in force until the 8th day of December 1965.

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

Witness: E. W. J. Ball.

J. J. CRUMMEY.

Signed on behalf of Caxton Paper Mills Ltd.:

JOHN BERRIDGE SPENCER.

Witness: D. V. Beckett.