

NEW ZEALAND FOREST PRODUCTS LTD. (PENROSE) PAINTERS AND DECORATORS—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 30th day of October 1964 between the Auckland Painters and Decorators, Glaziers and Signwriters Industrial Union of Workers (hereinafter referred to as "the union") of the one part and N.Z. Forest Products Ltd. (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

Industry to Which Award Applies

1. (a) This agreement shall apply to painters, paperhangers, signwriters and glaziers employed on painting and decorating work in the wood pulp, wood pulp products and paper manufacturing, sawmilling and ancillary activities of N.Z. Forest Products Ltd. at Penrose: Provided that nothing herein shall apply to foremen whose duties are substantially overseeing, not manual.

(b) "Painting and decorating work" means and includes the various classes of work as described in clause 1 of the New Zealand (except Wellington and Manawatu) Painters and Decorators Award dated 6 September 1962 or such other award as may subsequently be issued by the Court of Arbitration in substitution therefor.

Hours of Work

2. (1) *Day Workers*—(a) The ordinary hours of work shall be 40 per 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. provided that the employer and the union may agree in writing to operate a roster system for day workers which provides for the aforementioned hours of work to be worked on each of any five of the seven days of the week: Provided that a worker whose ordinary hours of work in terms of the roster in any week includes time actually worked on a Saturday or on a Sunday in that week shall receive in addition to his ordinary wages, payments in respect of actual time worked as follows:

(i) In respect of the first three hours of time worked before noon on a Saturday: Payment at one half of his ordinary rate.

(ii) In respect of time worked in excess of three hours before noon on a Saturday and in respect of time worked after noon on a Saturday or on a Sunday: Payment at his ordinary rate.

"Ordinary rate" means one fortieth of the worker's weekly wages per hour.

(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 and until an interval for a meal has been allowed, shall be paid for at half rates extra.

(c) No worker shall be required to work more than 4½ hours continuously without an interval for a meal, provided that such 4½ hours may be extended to 5 hours to meet an emergency.

(2) *Shift Workers*—(a) Subject to agreement between the employer and the union shifts may be worked as necessary and may be worked in accordance with a roster provided that a worker shall not be deemed to be a shift worker until he has worked on shift for not less than four consecutive working days.

(b) The ordinary hours of work for a shift worker shall not exceed five eight-hour shifts per week to be worked on any five of the seven days of the week which shall be deemed to commence midnight Sunday/Monday: Provided that a worker whose ordinary hours of work in any week include time actually worked on a Saturday or on a Sunday in that week shall receive, in addition to his ordinary rates, payments computed in respect of the actual time worked as follows:

(i) In respect of the first three hours of time worked before noon on a Saturday: Payment at one half of his ordinary rate.

(ii) In respect of time worked in excess of three hours before noon on a Saturday and in respect of time worked after noon on a Saturday or on a Sunday: Payment at his ordinary rate.

“Ordinary rate” means one fortieth of the worker’s weekly wages per hour.

(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.

(3) *Definition of Roster*—For the purpose of this agreement “roster” means a schedule of duty time showing in advance the days of the week and/or shifts when any worker is due to work and be off work respectively and rostered has a corresponding meaning.

Overtime

3. (1) *Day Workers*—(a) Time worked on any day, Monday to Friday outside of or in excess of the hours specified in clause 2 sub-clause 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) 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 in the next day that he has not had 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 sub-clause 1 (a)) 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 clause 2 sub-clause 1 (a)) 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 reasonable travelling time to and from the worker’s home shall count as time worked: Provided that where the call back occurs between midnight and 6 a.m. the minimum shall be three hours.

(d) When a day worker is required to work more than nine hours he shall be provided with a suitable 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 and provided further that where a worker is required to work more than $4\frac{1}{2}$ hours on a Saturday, Sunday or award holiday he shall be provided with a suitable meal at the end of the first $4\frac{1}{2}$ hours. If not provided with a meal on any occasion the worker shall be entitled to a meal allowance of 5s. 7d.

(2) *Shift Workers*—(a) Time worked in excess of eight hours on any shift or time worked on any rostered day off shall be deemed to be overtime and shall be paid for at the rate of time and one half for the first three hours and at the rate of double time thereafter: Provided that any such time worked after noon on a Saturday or on a Sunday shall be paid for at the rate of double time.

(b) 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 reasonable travelling time to and from the worker's home shall count as time worked: Provided that where the call back occurs between midnight and 6 a.m. the minimum shall be three hours.

(c) When a shift worker is required to work more than nine hours he shall be provided with a suitable 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 and provided further that where a shift worker is required to work for more than $4\frac{1}{2}$ hours on a rostered day off or award holiday he shall be provided with a suitable meal at the end of the first $4\frac{1}{2}$ hours. If not provided with a meal on any occasion the worker shall be entitled to a meal allowance of 5s. 7d.

Switch of Shift

4. Except in the normal or rostered changing of shifts and where changes of shifts are mutually arranged between workers themselves, a shift worker, who commences his ordinary hours of work for the week on any one of the three shifts and is switched to another shift as part of his ordinary hours of work, shall be entitled to receive for the time worked on the first such changed shift after the switch a payment at the rate of time and one half ordinary rate for the first three hours and double ordinary rate thereafter: Provided that any such time worked after noon on a Saturday or on a Sunday shall be paid for at the rate of double time.

This entitlement shall be in substitution for the ordinary wages which would otherwise be payable to the worker in respect of such time.

Shift Allowance

5. (a) Where day, afternoon, and night shifts are worked, a shift allowance at the rate of 5s. per shift shall be paid to each shift worker, but the management at each mill shall have the right to fix its own allowances for the day, afternoon and night shifts respectively, including the right not to pay any allowance for the day shift provided that the total for a complete cycle of three shifts amounts to 15s.

Where part of an eight hour shift is worked by one worker and the remainder by another the shift allowance for that shift shall be divided between the two workers in proportion to the time worked by each.

(b) 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.

Wages

6. (a) The following rates of pay shall apply:

(i) *Tradesmen*—

Painters and paperhangers, signwriters, glaziers—

			Per Week	Equivalent Rate Per Hour
			£ s. d.	s. d.
Day workers	..	..	18 1 8	9 0½
Shift workers	..	..	18 8 4	9 2½

“Tradesman” means a worker employed as such who has served five years apprenticeship to the trade or who is capable of applying general trade experience on work covered by this agreement.

(ii) Painters other than tradesmen as defined above—

			Per Week	Equivalent Rate Per Hour
			£ s. d.	s. d.
Day workers	..	..	17 8 4	8 8½
Shift workers	..	..	17 15 0	8 10½

(b) *Service Allowances*—Service allowance shall be paid as follows:

- (i) For service exceeding one year ½d. per hour.
- (ii) For service exceeding two years a further ½d. per hour, making 1d. an hour in all.
- (iii) For service exceeding five years a further 1d. per hour, making 2d. an hour in all.
- (iv) For service exceeding 10 years a further ½d. per hour, making 2½d. an hour in all.
- (v) For service exceeding 15 years a further ½d. per hour, making 3d. an hour in all.
- (vi) Service now accrued qualifies for the allowance.
- (vii) 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 the date of his return.
- (viii) Service must be with the same employer and not merely in the industry.
- (ix) Approved leave of absence will not debar any worker from the benefits of this sub-clause.

(c) *Leading Hands*—(i) Where a worker has been specially directed by the employer to take charge of four or more workers, he shall be paid 4½d. per hour extra, or

(ii) Where a worker has been specially directed by the employer to take charge of any job and has under his control not less than four tradesmen, such worker shall be paid 6½d. per hour extra provided that the job shall extend for one day or more.

(d) *Computation of Overtime Rates*—All payments provided for in this clause, shall be taken into account when computing overtime payments.

(e) Where a worker is required to change from day work to shift work or vice versa in any week, he shall receive not less than the full weekly wage for ordinary time worked on either shift work or day work as the case may be for the period Monday to Friday inclusive.

Special Payments

7. (a) 1d. per hour shall be paid to each worker as an allowance to cover the cost of overalls, sandshoes and signwriters' pencils: Provided that where the employer provides the worker with overalls, the additional payment shall not be made. This additional payment shall not apply to time worked on spraygun work pursuant to sub-clause (f) hereof.

Swing-stage, Bosun-chair Work, and Ladder Work

(b) Any worker working on a bosun's chair and/or swinging-stage shall be paid 3s. per day extra while so employed.

Height-money—Any worker working on a ladder of 35 ft or over, or employed on work on towers, steeples, or chimney stacks, shall be paid the following extra rates:

For heights exceeding 35 ft and up to and including 70 ft, 2½d. per hour extra.

For heights exceeding 70 ft and up to and including 105 ft, 5d. per hour extra.

For heights exceeding 105 ft and up to and including 140 ft, 7½d. per hour extra.

For heights exceeding 140 ft and up to and including 170 ft, 11d. per hour extra.

For heights exceeding 170 ft, 2½d. per hour extra for each 30 ft or part thereof.

Dirty Work

(c) Workers applying tar or paints with a tar or bituminous base shall be paid 3d. per hour extra.

(d) Workers engaged on the painting of roofs shall be paid 3d. per hour extra where the pitch of the roof is in excess of one in three or such other superior entitlement for the painting of roofs as may be provided for in the New Zealand (Except Wellington and Manawatu) Painters and Decorators' Award.

(e) Any worker called upon to perform work of an unusually dirty or offensive nature shall be paid such extra rate per hour as may be agreed upon between the employer and the union. Failing agreement, the rate shall be settled by the disputes committee constituted in accordance with the provisions of clause 12 of this agreement.

Spray-gun Work

(f) Workers engaged in spray painting, other than in a water wash or other spray painting booths complying with the Labour Department requirements, shall be paid 7½d. per hour in addition to the rate prescribed in clause 6 of this agreement. Such workers shall be supplied by the employer with suitable overalls and head coverings, which shall be thoroughly washed and cleaned at the employer's expense. If in constant use the overalls and head coverings shall be washed and cleaned at intervals of not more than one week. When in spray painting any material is used which is detrimental to health, workers engaged in such spray painting shall be provided by the employer with satisfactory respirators, which shall be maintained in an efficient condition. When spraying (otherwise than in a booth) is done within a building, workers who are in close proximity and unavoidably subject to over-spray, shall be provided with masks on request.

Terms of Employment

8. (a) The employment for the first two weeks shall be on an hourly basis and thereafter it shall be a weekly one.

(b) An employer shall be entitled to make a rateable deduction from the wages of any weekly worker provided for herein for time lost through sickness, default, or accident, or through absence with the consent of the employer.

(c) Wages shall be paid within working hours not later than Thursday in each week.

(d) When a worker is discharged, except for wilful misconduct, at any time other than the ordinary pay day, all wages due to him shall be paid within 15 minutes of his discharge. When a worker leaves of his own accord he shall, on application, be paid within 24 hours of leaving. All waiting time beyond the prescribed time shall be paid for at overtime rates. When a worker is discharged for wilful misconduct he shall be paid on the next regular pay day.

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

(f) After the first two weeks of employment one week's notice of termination of employment shall be given on either side. Provided, however, that an employer shall be entitled to dismiss a worker summarily for misconduct.

Holidays

9. (a) The following are the recognised holidays under the agreement: New Year's Day and the day following, Anniversary Day or a day observed by mutual agreement in lieu thereof, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b) The attention of the parties is drawn to the provisions of the Public Holidays Act 1955, which deals with the transference of holidays which fall on a Saturday or a Sunday. This provision shall apply to workers covered by 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. An employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for an 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 sub-clause 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 statutory holiday the worker concerned shall be entitled to payment for any such statutory holiday.

(e) Except as provided in sub-clauses (f) and (g) 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 allowances, are to be disregarded in making the computation.

(f) A worker after seven continuous years' service with the employer party to this agreement shall be allowed a third week of annual holidays at ordinary rates of pay, i.e. as for 40 hours. Time served with the employer prior to the date of this agreement shall be counted for the purpose of assessing the holiday entitlement. This additional week's holiday 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.

(g) Whenever an employer at any mill 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 sub-clause (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 Boxing Day.

Shift workers who have worked under the roster for a complete year shall be allowed an additional week of annual holidays, paid for on the same terms as provided in sub-clause (e) of this clause provided that the additional 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 additional 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.

Accidents

10. (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.

General Provisions

11. (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.

(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. Approved transformers will be supplied and no electrical portable appliance will be used unless connected to a transformer.

(d) Workers shall be allowed five minutes before ceasing work at lunch time and before ceasing work at the end of the day for washing and cleaning themselves.

(e) Employers shall provide all burning-off tools and all brushware except sign-writer's pencils.

(f) 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.

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

(h) Whenever practicable the worker shall be told when he is required to work overtime the following day.

(i) 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.

(j) Waterproof coats and hats shall be provided where necessary and all used clothing and equipment will be thoroughly disinfected and/or cleaned prior to re-issue with the exception of footwear (other than gumboots) which when supplied will be provided as a personal issue to the worker concerned.

(k) A stop work meeting with a limit of one hour without loss of pay shall be allowed once in each three months on a date and time to be mutually agreed upon. Except for essential maintenance work which shall be carried out as required no work shall be performed during the period of such meetings.

(l) The rates of remuneration determined by this agreement include the effect of the general order of the Court of Arbitration dated 19 August 1964.

Disputes

12. The essence of this agreement being that the work of an 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 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.

Right of Entry

13. 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. The employer shall, upon notification by the secretary of the union, give recognition to any worker who is officially appointed delegate.

Unqualified Preference

14. (a) Any adult person engaged or employed in any position or employment subject to this agreement by the 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 seven days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to sub-clause (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 sub-clause (a) hereof to become a member of a union who fails to become a member, as required by that sub-clause, 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 sub-clause (b) hereof, commits a breach of this agreement.

(d) The employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom sub-clauses (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.

Under-rate Workers

15. (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 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 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 the employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Term of Agreement

16. This agreement shall come into force on the 10th day of September 1964 and shall continue in force until the 31st day of July 1965.

Signed on behalf of Auckland Painters and Decorators, Glaziers and Signwriters Industrial Union of Workers:

G. M. HAGAN, Secretary.

G. M. Hamilton, Witness.

Typist Clerk, Occupation.

96D, Bairds Road, Otara, Auckland, Address.

Signed on behalf of N.Z. Forest Products Ltd.:

T. N. HETHERINGTON, Personnel Manager.

E. Stewart, Witness.

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