
**N.Z. FOREST PRODUCTS LTD. (KINLEITH) BUILDERS AND GENERAL
LABOURERS, AND GARDENERS—INDUSTRIAL AGREEMENT**

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 9th day of December 1964 between the Auckland Ceramic, Concrete, Builders and General Labourers and Related Trades 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") on 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 Agreement Applies

1. This agreement shall apply to builders' and general labourers, drain-layers, scaffolders and gardeners (all as described in clause 4 (a)) employed on building, construction and property maintenance work by N.Z. Forest Products Ltd. at Kinleith and Tokoroa: Provided that nothing herein shall apply to foremen whose duties are substantially overseeing, not manual.

Hours of Work

2. (1) *Day Workers*—(a) The ordinary hours of work shall not exceed 40 hours—eight hours per day to be worked between 7.30 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

(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.

(c) Men shall work during the regular meal times if required to do so by the employer, and shall be paid ordinary rate extra for the time so worked: Provided that in no case shall a man be employed for more than five hours without being given the time usually allowed for a meal.

(2) *Shift Workers*—Shifts may be worked by agreement between the employer and the union when workers covered by this agreement are required to work on maintenance and repair work in association with other workers who are for the time being employed on shift work. Failing agreement between the parties on the question as to whether shifts should be worked or as to the terms and conditions which should apply, the matter shall be dealt with as a difference under clause 10 of this agreement.

Overtime

3. (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. Any worker required to work on any Saturday, Sunday, or on any holiday shall receive not less than four hours' pay at overtime rates, and if five hours or more are worked, not less than eight hours shall be paid at overtime rates: Provided, however, that in the event of work being available and the worker not being ready and willing to continue work for the full period of four or eight hours as the case may be, payments shall be made only for time actually worked.

(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 on 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 four and a half hours on a Saturday, Sunday or award holiday he shall be provided with a suitable meal at the end of the first four and a half hours. If not provided with a meal on any occasion the worker shall be entitled to a meal allowance of 5s. 7d.

Wages

4. (a) The following rates shall apply:

| | Per Week | | | Equivalent Rate Per Hour | |
|--|----------|----|----|--------------------------|------------------|
| | £ | s. | d. | s. | d. |
| Head scaffolder | 17 | 5 | 10 | 8 | 7 $\frac{3}{4}$ |
| Certified scaffolder | 15 | 14 | 2 | 7 | 10 $\frac{1}{2}$ |
| Scaffolder | 15 | 10 | 10 | 7 | 9 $\frac{1}{4}$ |
| Licensed drainlayer | 17 | 0 | 10 | 8 | 6 $\frac{1}{4}$ |
| Labourer (i.e. builders' and general) | 15 | 10 | 10 | 7 | 9 $\frac{1}{4}$ |
| Qualified gardener | 17 | 2 | 6 | 8 | 6 $\frac{3}{4}$ |
| (i.e., a worker who has served an apprenticeship of not less than five years or who at the date of this agreement has been employed as a gardener for not less than five years.) | | | | | |
| Unqualified gardener | 16 | 2 | 6 | 8 | 0 $\frac{3}{4}$ |
| (i.e., a worker who has neither served an apprenticeship nor been employed as a gardener for five years or more at the date of this agreement.) | | | | | |
| Labourers while employed operating heavy mechanical equipment (10 h.p. or over) | 15 | 15 | 0 | 7 | 10 $\frac{1}{2}$ |

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

- (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. 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 $\frac{1}{2}$ d. per hour, making 2 $\frac{1}{2}$ d. an hour in all.
- (v) For service exceeding 15 years a further $\frac{1}{2}$ d. 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*—Where a worker has been specially directed by the employer to take charge of four or more workers, he shall be paid 5d. per hour extra, but this provision shall not apply to a head scaffolder.

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

Special Payments

5. (a) Workers engaged in feeding concrete-mixers or handling, mixing, or spreading wet concrete shall be paid 3d. per hour extra.

(b) Workers measuring, cutting and/or bending steel for reinforced concrete shall be paid 2d. per hour extra. If employed full time and on the supplying of proof of 12 months' experience the payment shall be further increased by 1d. per hour, making a total payment of 3d. per hour.

(c) 3½d. per hour additional shall be paid to men using power vibrators.

(d) Certified men using explosives shall be paid 3½d. per hour extra.

(e) Asphalt and tar workers, or workers working with bitumen, or workers applying insecticides containing creosote, lead compounds, or emulsified preparations containing any such materials shall be paid 3d. per hour extra.

(f) Scaffolders erecting and dismantling scaffolds for which notice of erection is necessary under the Construction Act 1959, shall be paid while so employed not less than 4d. per hour extra. Certified scaffolders in charge, 3d. per hour extra, but the provisions of this sub-clause shall not apply to a head scaffolder, nor shall the rate for a "certified scaffolder in charge" be cumulative with the leading hand rate provided for in sub-clause 4 (c).

(g) Workers employed under the provisions of this agreement who may in the course of their duties be required by the employer to do non-structural welding of a minor character such as spot welding of the intersections of reinforcing rods shall be paid 3d. per hour extra while so employed.

(h) 3½d. per hour additional shall be paid to compressor men and to men using pneumatic hammers or drills, mechanical rammers, borers, and breakers, provided that where pneumatic hammers or breakers are used inside tanks, cylinders, and/or digesters, a further 3d. per hour shall be paid.

(i) 2s. 8d. per day, or part thereof, additional shall be paid to men cleaning blocked sewers or drains, or working in defective sewers or foul drains, but if coming into contact with faecal or sewerage matter 1s. 1d. per hour extra.

(j) Workers engaged in demolition work (except for demolition work arising out of alterations to a building) shall be paid 4d. per hour additional: Provided that where such work involves the handling of fired charred timber an additional payment of 1½d. per hour shall be paid making a total payment of 5½d. per hour.

(k) Workers employed in sinking shafts, sumps, pier holes, or working in trenches over 6 ft in depth shall be made the following extra payments:

Over 6 ft and up to and inclusive of 12 ft, 3d. per hour extra.

Over 12 ft and up to and inclusive of 20 ft, 4d. per hour extra.

Over 20 ft: the last mentioned rate, plus 1½d. per hour additional for every 7 ft over 20 ft.

(l) Labourers required to strip concrete boxing shall be paid 1d. per hour extra. Nothing in this agreement shall disturb the old-established practice of carpenters and labourers conjointly undertaking this work.

(m) Workers required to work under floors where the underside of the joist is less than 3 ft from ground level shall be paid 4d. per hour extra while so engaged.

(n) Any worker required to work on a bosun-chair and/or a swinging stage or on a ladder 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, 3d. 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, 7d. per hour extra.
 For heights exceeding 140 ft and up to and including 170 ft, 10d. per hour extra.

(o) Any worker working with pumice, charcoal, or silicate, or other insulating material in connection with insulation work in confined or unventilated spaces, or where the air is impregnated with the dust of any of these materials, shall be paid 2s. 8d. per day extra while so employed, and shall be allowed 10 minutes' spell after two hours have been worked continuously without any deduction from wages.

(p) Workers employed inside retorts and furnaces (old work) shall be paid at half ordinary rate extra while so employed.

(q) Any worker required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid, in addition to the rate of wages to which he is entitled for the time at which the work is performed, a special heat rate computed at ordinary time rates for the time he is so employed. A "compartment or confined space" means a place the dimensions of which necessitates a worker working in a stooped or otherwise cramped position or without proper ventilation, or where confinement within a limited space is productive of unusual discomfort. The provisions of this sub-clause shall not be cumulative with the provisions of the preceding sub-clause (p).

(r) Where workers are called upon to work in water, slush, mud, or wet concrete 1 in. or more in depth, the employer shall provide such workers with gumboots suitable for the work and shall pay them 3d. per hour extra. If proper gumboots are not supplied in such circumstances the employer shall pay the workers a total payment of 7d. per hour extra.

Adequate safety precautions shall be taken when workers are required to work standing on wet structural steel.

Where re-used gumboots are supplied by the employer such gumboots shall be sterilised by the employer in accordance with Department of Health regulations.

(s) Any worker called upon to perform work of an unusually dangerous nature, or 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 worker. Failing agreement, the rate shall be settled by a disputes committee constituted in accordance with the provisions of clause 10 of this agreement.

(t) In lieu of the payments mentioned in sub-clause (i) hereof, a worker required to work inside the enclosed section of the main effluent drain at Kinleith, shall be paid half rates extra while so employed.

Terms of Employment

6. (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) In the case of weekly workers one week's notice of the termination of employment shall be given by the party desiring to terminate the employment or one week's wages paid or forfeited, as the case may be; and in the case of hourly

workers two hours' notice of termination shall be given or two hours' wages paid or forfeited, as the case may be; but nothing herein contained shall prevent the employer from summarily dismissing a worker for misconduct.

(e) When a worker is discharged he shall be paid without delay, and when a worker leaves a job he shall, on demand, be paid within 24 hours of leaving. All waiting time beyond the prescribed time shall be paid for at ordinary rates.

(f) If a worker suffers injury on the job during working hours, and his condition necessitates leaving the job, he shall, if necessary, be conveyed at the expense of the employer by transport suitable to his condition.

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

Holidays

7. (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-clause (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 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.

Accidents

8. (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

9. (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 employed on construction work where overhead hazards exist shall be supplied with protective head gear. When head gear is re-issued after use, the headband shall be cleaned or renewed.

(e) No worker shall be required to work on a roof or roofs which are covered with material of a brittle nature unless and until safety precautions provided in Government regulations covering such work have been taken.

(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) *Outside Work*—Outside work shall mean work performed elsewhere than on the employer's industrial site at Kinleith, or elsewhere than at the employer's shop in Tokoroa as the case may be.

(i) Workers for the time being employed at Kinleith who are required to perform outside work shall be conveyed to and from such work at the expense of the employer. Time occupied in travelling to and from such work shall be allowed and paid for by the employer.

(ii) Workers for the time being attached to the employer's shop at Tokoroa and who are required to work on outside work distant more than $1\frac{1}{2}$ miles from the employer's shop in Tokoroa, shall either proceed to and from such work or they shall be conveyed to and from such work at the expense of the employer as the employer may determine.

Time occupied in travelling to and from such work shall be allowed and paid for by the employer, except that no worker residing less than $1\frac{1}{2}$ miles from the place where the work is to be performed shall be entitled to the allowance mentioned in this sub-clause.

For the purpose of this sub-clause all distances shall be measured by the nearest convenient mode of access for foot passengers.

(m) All tools shall be supplied by the employer.

(n) No worker shall be permitted to use an explosive tool such as a bolt pistol unless he holds a certificate from the supplier of the tool that he has been instructed in the use and care of the device and is fully qualified to operate it.

(o) Men engaged in using tar, bitumen, crude oil, bituminous emulsions, creosote, or any similar substances shall either be supplied with gloves, overalls, gumboots, or other protective materials, or alternatively the employer may in lieu thereof pay the worker an allowance of 3s. 6d. per week. Cotton waste and coconut oil shall be supplied by the employer.

Where any worker commences to use any of the above-mentioned materials he shall be paid the prescribed rates as set out in sub-clause (e) of clause 5 for the remainder of the day, irrespective of the time he is engaged.

Five minutes at lunchtime and 10 minutes at knocking-off time shall be allowed to these men to wash and change.

(p) When employed at work for which the industry agreement provides for the supply of protective footwear, workers subject to this agreement shall be so supplied.

(q) 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

10. 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

11. 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

12. (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-clause (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

13. (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 arguments 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

14. This agreement shall come into force on the 20th day of December 1964 and shall continue in force until the 31st day of May 1966.

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

T. N. HETHERINGTON, Personnel Manager.

T. N. Robinson, witness; Personnel Assistant, 67 Blake Road, Mangere East.

Signed on behalf of Auckland Ceramic, Concrete, Builders and General Labourers and Related Trades Industrial Union of Workers:

H. KAY, Secretary.

G. Wrightson, witness; Clerk; 10 Rickards Place, Kelston.