

NEW ZEALAND PAPER MILLS LTD. (MATAURA) PAINTERS—INDUSTRIAL  
AGREEMENT

[Filed in the Office of the Clerk of Awards, Dunedin]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 11th day of March 1964 between the Southland Painters and Decorators Industrial Union of Workers (hereinafter referred to as "the union"), of the one part and the New Zealand Paper Mills Ltd., Mataura (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.

*Clause 1, Industry to Which Agreement Applies*

This agreement shall apply to painters and painters brush hands employed at the New Zealand Paper Mills Ltd., Mataura. Providing that nothing herein shall apply to foremen whose duties are substantially overseeing, not manual.

*Clause 2, Hours of Work*

(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 four and a half hours continuously without an interval of at least half-an-hour for a meal. Time worked in excess of such four and a half hours and until a meal interval is allowed shall be paid for at overtime rates.

(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.

#### *Clause 3, Overtime*

(a) Time worked outside or in excess of the hours prescribed in clause (2) hereof or time worked on any rostered day off 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 Sunday and holidays listed in clause 8 (a) 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 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) Overtime rates shall not be payable where the overtime worked arises from arrangements solely made by the workers themselves even though the arrangements have the employer's approval.

#### *Clause 4, Call Out*

(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 5s. 3d. per day for each day such arrangement is made.

#### *Clause 5, Transport Allowance*

A worker called upon to work overtime and thereby starting and finishing work at a time when his ordinary means of transport have ceased running 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.

### *Clause 6, Meal Money*

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.

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.

### *Clause 7, Shift Allowance*

(a) Where day, afternoon and night shifts are worked a shift allowance of 4s. per shift shall be paid to each shift worker, but the management shall have the right to fix its own allowance for the day, afternoon and night shifts respectively including his right not to pay any allowance for the day shift provided that the total for a complete cycle of three shifts amounts to 12s. When 12 hours shifts are worked the total shift allowance shall be divided between the two shifts.

(b) *Shifts*—An afternoon shift means a shift commencing after 12 noon and finishing at or before midnight. Night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

### *Clause 8, Holidays*

(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, or a day observed in lieu thereof, 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 Saturday and Sunday shall apply to this agreement.

(c) Payments 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 the employer during the fortnight ending on the day of any holiday referred to in sub-clause (a) of this clause.

(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.

### *Clause 9, Annual Holidays*

(a) Except as provided in sub-clause (b) 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 made on the basis of 46½ hours at ordinary rates of pay as provided in this agreement for each week of annual holiday entitlement.

(b) Whenever in any section or department 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 sub-clause (a) of clause 8 hereof, rostered shift workers in that section or department 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 and Boxing Day.

Shift workers who have worked under the roster for a complete year shall be allowed an annual holiday of three weeks. The first two weeks of which shall be paid for on the same terms as provided in sub-clause (a) hereof and the third week (it may be allowed either in conjunction with or separately from the first two weeks as the employer may decide and as far as is practicable to meet the wishes of the worker concerned) shall be paid as for 42 hours at ordinary rates of pay 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 particular week in satisfaction of the holiday entitlement.

Shift workers in that section or department who have worked under the roster for part of the year only shall be entitled to a corresponding proportion of the third week.

#### Clause 10, Terms of Employment

(a) After one month's service the employment shall be deemed to be a weekly one and one week's notice shall be given by either side or one week's 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.

#### Clause 11, Wages

The following rates of pay shall apply. Incorporated in these rates are allowances 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.

						Per Hour	
						s.	d.
(a) Painter	.....	.....	.....	.....	.....	8	6
Painter's brush hand	.....	.....	.....	.....	.....	7	8
(b) Junior Assistants—							
Under 17 years of age	.....	.....	.....	.....	.....	4	0
17-18 years of age	.....	.....	.....	.....	.....	4	6
18-19 years of age	.....	.....	.....	.....	.....	5	0
19-20 years of age	.....	.....	.....	.....	.....	6	0

#### (c) Service Allowance

(i) For services exceeding one year  $\frac{1}{2}$ d. per hour.

(ii) For services exceeding two years a further  $\frac{1}{2}$ d. per hour making 1d. per hour in all.

(iii) For services exceeding five years a further 1d. per hour making 2d. per hour in all.

(iv) For services exceeding 10 years a further  $\frac{1}{2}$ d. per hour making 2 $\frac{1}{2}$ d. per hour in all.

(v) For services exceeding 15 years a further  $\frac{1}{2}$ d. per hour making 3d. per hour in all.

(vi) This allowance shall count for the calculation of overtime.

(vii) Service now accrued qualifies for the allowance.

(viii) Service must be continuous so that if a worker leaves or is discharged and returns to the employer he commences afresh without service allowance and qualifications for the allowance run from the date of return.

(d) The rates of remuneration determined by this agreement include the effect of the general order of the Court of Arbitration dated 4 July 1962.

(e) *Charge Hands Allowance*—A charge hand designated as such shall be paid 5d. per hour extra.

### *Clause 12, General Provisions*

(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) Two pairs of overalls shall be supplied each year. On termination of employment overalls issued shall be returned or a rateable deduction for same shall be made from wages.

(d) 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.

(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) (i) *Day Workers*: Each day worker shall be allowed an interval of 10 minutes morning and afternoon without loss of pay.

(ii) *Shift Workers*: Without loss of pay shall be allowed two 10-minute intervals during each shift for the purpose of refreshment, but the machinery shall be kept fully working and production shall not be impeded.

(h) Hot water shall be available at meal and refreshment times.

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

### *Clause 13, Disputes*

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.

### *Clause 14, Right of Entry*

The secretary or other authorised representative 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. The employer shall give recognition to any worker who is appointed shop steward in the establishment in which he is employed.

*Clause 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 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 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 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 requests 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.)

*Clause 16, 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 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 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.

*Terms of Agreement*

This agreement shall come into force on the 16th day of December 1963 and shall continue in force until the 1st day of July 1965.

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

Signed for and on behalf of New Zealand Paper Mills Ltd.:

R. H. WALKINGTON.

Witness to the above signature—IAN H. DOUGLAS.

Signed for and on behalf of Southland Painters and Decorators Industrial Union of Workers:

N. G. ROBERTSON, President.

Witness to above signature—K. E. FRIEND, Secretary.

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