

NEW ZEALAND FOREST PRODUCTS LTD. AND WHAKATANE BOARD MILLS LTD.: ENGINE DRIVERS, FIREMEN AND GREASERS (PULP AND PAPER INDUSTRY)—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 20th day of August 1965 between the New Zealand Engine Drivers, River Engineers, Marine Engine Drivers, Greasers, Firemen and Assistants Industrial Union of Workers (Auckland Branch), (hereinafter referred to as "the union"), of the one part, and

New Zealand Forest Products Ltd., O'Rorke Road, Penrose, Auckland.
Whakatane Board Mills Ltd., Whakatane, Bay of Plenty.

(hereinafter referred to as "the employers"), 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 Agreement Applies

1. This agreement shall apply to workers employed in the pulp and paper industry for whom provision is made in clause 10 hereof.

PART I—DAY WORKERS

Hours of Work

2. (a) The ordinary hours of work shall not exceed eight hours a day on each of the five days of the week, Monday to Friday (both days inclusive), between the hours of 8 a.m. and 5 p.m.

(b) A worker shall not be required to work more than four and one half hours continuously without an interval of three-quarters of an hour for a meal: Provided that the meal interval may be reduced to half an hour by mutual agreement.

Time worked in excess of such four and one half hours and until a meal interval is allowed shall be paid for at overtime rates.

Overtime

3. (a) Time worked on any day, Monday to Friday, outside of or in excess of the hours specified in clause 2, 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 on Saturday after 12 noon shall be paid for at the rate of double time.

(b) When a worker is required to work more than nine hours he shall be provided with a meal at the end of the first nine hours and at the end of each subsequent four hours of work provided that work continues thereafter. If not provided with a meal on any occasion the worker shall be entitled to a meal allowance of 5s. 7d.

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.

(c) When computing overtime, broken quarter-hours shall be paid for as if a full quarter-hour has been worked.

(d) A worker who has worked for more than four and a half hours at overtime rates on any day shall not be required to return to work at ordinary rates within nine hours of finishing the overtime.

If the interval is less than nine hours, overtime rates shall be paid for all time worked until an interval of nine hours has been allowed.

(e) Any worker who, after having completed his day's work and left the place of employment, is called back to work shall be paid an attendance allowance of 6s. and a minimum of three hours at the appropriate rate.

Special Rates

4. Time worked on Sundays or on any of the recognised holidays mentioned in clause 13 (a) hereof shall not be reckoned as ordinary time or overtime but shall be paid for at the following special rates:

On Sunday, double time.

On any of the holidays mentioned, double time in addition to any other payment to which the worker is entitled under clause 14 hereof.

PART II—SHIFT WORKERS

Hours of Work

5. (a) The ordinary hours of work shall not exceed five eight-hour shifts, to be worked between midnight Sunday-Monday and midnight Friday-Saturday.

(b) 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.

(c) Except in the case of a replacement of, or substitute for, a regular shift worker who is temporarily absent due to sickness, accident, or other cause, a worker shall not be deemed a shift worker unless he is employed on shift work on his next five successive working days, inclusive of the day of commencement of such shift work.

(d) Where practicable, shifts shall rotate weekly or at such longer intervals as may be agreed upon by the management and union at any mill and as far as possible the employer shall arrange the shifts in accordance with the wishes of the workers.

(e) Except in the normal or rostered changing of shifts any worker required to work a second shift within 24 hours from the time of commencing his normal or rostered shift shall receive overtime rates for such second shift. For the purpose of this award, roster means a schedule of duty-times showing in advance the shifts and the days of the week when any worker is due to work and be off work respectively at those mills where work is normally carried on continuously without shutting down at regular intervals and rostered has a corresponding meaning.

(f) Any worker classified as a shift worker who shall have completed a full week on shift work shall be entitled to complete his cycle of shift work before being reclassified as a day worker: Provided, however, that this provision shall not apply in the case of a worker replacing or substituting for a regular shift worker who is temporarily absent due to sickness, accident, or other cause.

(g) Work shall be continuous throughout each shift except for the intervals prescribed in this agreement for meals and refreshments.

Overtime

6. (a) Time worked in excess of eight hours on any shift or time worked on any rostered day off during the period midnight Sunday-Monday to midnight Friday-Saturday 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.

(b) When a 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. If not provided with a meal on any occasion the worker shall be entitled to a meal allowance of 5s. 7d.

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.

(c) 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.

(d) Any worker who, after having completed his day's work and left the place of employment, is called back to work shall be paid an attendance allowance of 6s. and a minimum of three hours at the appropriate rate.

Special Rates

7. Time worked on Saturdays, Sundays, or any of the recognised holidays mentioned in clause 13 (a) hereof shall not be reckoned as ordinary time or overtime but shall be paid for at the following special rates:

On Sunday, double time.

On any of the holidays mentioned, double time in addition to any other payment to which the worker is entitled under clause 14.

On Saturdays before 12 noon, time and a half for the first three hours and double time thereafter.

On Saturdays after 12 noon, double time.

Shift Allowance

8. (a) Where day, afternoon, and night shifts are worked a shift allowance at the rate of 5s. 4d. per shift shall be paid to each shift worker, but the management at each mill shall have the right to fix its own allowance 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 16s.

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

(b) Where day and afternoon shifts only are worked, the shift allowance shall be 3s. 2d. for the day shift and 5s. 4d. for the afternoon shift or at the discretion of the management 4s. 3d. for day and 4s. 3d. for afternoon shift.

(c) An afternoon shift means a shift commencing after 12 noon and finishing at or before midnight, and a night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

Students

9. Any engineering, science, or accountancy student of any university or university college in New Zealand who engages himself to any employer party to this agreement for the purpose of obtaining practical experience to supplement his theoretical training during his vacation period shall be exempt from the provisions of this agreement, provided that this shall not entitle an employer to dismiss a worker in order to make room for a student, and provided further, that if a student is called upon to operate

a machine without the guidance and supervision of the normal operator of that machine the student shall be paid the appropriate rate of wages prescribed in the agreement for such work.

PART III—APPLIES TO ALL WORKERS AS PROVIDED

Wages

10. (a) The following rates of pay shall apply to workers employed by Whakatane Board Mills Ltd.:

	Per Hour	
	s.	d.
Woodyard department—		
Crane drivers	8	7½
Cardboard machine department—		
Mill greaser	8	9
Power house—		
Boiler attendants	9	7½
Greasers	8	4
Coal-crane operator	8	7½
Coal-trimmers	8	0½
Transport department—		
Loco-drivers—"A" Grade	9	7½
"B" Grade	9	4
Loco-firemen and shunters	8	8

(b) The following rates of pay shall apply to workers employed by New Zealand Forest Products Ltd. at Penrose:

	Per Hour	
	s.	d.
Boiler house—		
Boiler attendant	9	6½
Assistant boiler attendant	9	2
Trainee without ticket (when employed)	8	6½
Miscellaneous—		
Mill greaser	8	9

(c) The following rates of pay shall apply to workers employed by New Zealand Forest Products Ltd. at Kinleith:

	Per Hour	
	s.	d.
Pulp Mill—		
Boilerman	9	8½
Assistant boilerman	9	3½
Trimmer	8	8
Trimmer with second class ticket	8	10
Miscellaneous—		
Mill greaser	8	9
Mill greaser on shift	8	10

(d) Boilerman and boiler attendant holding current first class Engine Drivers Certificate 3d. per hour extra.

(e) A service allowance on the following terms shall be paid:

(i) For service exceeding one year, ½d. an hour.

(ii) For service exceeding two years a further ½d. an hour, making 1d. an hour in all.

(iii) For service exceeding five years a further 1d. an hour, making 2d. an hour in all.

(iv) For service exceeding 10 years a further 1d. an hour, making 3d. an hour in all.

(v) This allowance shall count for the calculation of overtime and special rates.

- (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 qualification for the allowance runs from date of return.
- (viii) Service must be with the same employer and not merely in the industry.
- (ix) Payment of this allowance will be made not less frequently than each fourth pay day.
- (f) This agreement shall not operate so as to reduce the wages of any worker during his present employment.
- 11. (a) When workers are required to enter flues or back-end smoke-boxes for the purpose of cleaning them or to chip and/or clean the interior of boilers they shall be paid 1s. 6½d. per hour extra with a minimum of 3s. 1d. per day.
- (b) A worker handling salt cake or other materials giving rise to unusually dusty or dirty conditions shall be paid 4½d. per hour extra.
- (c) Whakatane Board Mills Ltd.: In addition to ordinary wages, 3s. per day shall be paid to workers trimming coal, unloading china clay, stayco, staybind, and handling hot ashes.
- (d) New Zealand Forest Products Ltd., Penrose: In addition to ordinary wages, 3s. per day shall be paid to workers handling rockwool, cleaning out main sump, No. 2 chipbin sump, and vertical bucket elevator sump; and while cleaning dryer and hardboard press and inside of dust separators and cyclones.

Payment of Wages

12. Wages shall be paid weekly and during working hours. Wages for each week shall be paid not later than on the following Wednesday except where the incidence of holidays makes this impracticable, in which case such wages shall be paid as soon after the Wednesday as shall be practicable: Provided that at Whakatane the 12 midnight to 8 a.m. shift shall be paid the following morning.
- Notwithstanding the foregoing other arrangements may be agreed on between the employer and the local branch of the union.

Holidays

13. (a) The following shall be recognised holidays—New Year's Day and the day following, Anniversary Day or a day observed in lieu thereof, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day. Time worked on any of these holidays shall be paid for at double rates in addition to any ordinary wages for the holiday to which the worker is entitled under subclause (c) of this clause.
- (b) Where any of these holidays, except Anzac Day, falls on a Saturday or Sunday such holiday shall be observed on the following working day or days as prescribed by the Public Holidays Act.
- (c) Payment of wages for the said holidays shall be made to all persons who perform work under this agreement at any time during the fortnight ending on the day on which the holiday occurs. The employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for that employer during the fortnight ending on the day of any holiday referred to in subclause (a) of this clause: Provided that for the purpose of this subclause workers whose employment is covered by this agreement shall be deemed to be subject to the provisions of section 28 (2) of the Factories Act 1946, as amended by section 6 of the Factories Amendment Act 1956.
- (d) Except in the case of Anzac Day when it falls on a Saturday or a Sunday where a rostered day off falls on a recognised holiday the shift worker concerned shall be entitled to payment for any such holiday.

(e) Except as provided in sub-clause (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 allowance 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 on the same terms as provided in sub-clause (e) of this clause. 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 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) 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 the 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.

Termination of Employment

14. (a) The employment of any worker shall be terminable by eight hours' notice on either side: Provided, however, that the employer shall be entitled to dismiss any worker summarily for misconduct: Provided further that, except in the case of dismissal for misconduct any worker who is dismissed upon or after reporting for work at the usual hour shall be entitled to at least four hours' pay for that day.

(b) Workers shall be paid immediately upon termination of employment if such occurs in the employer's ordinary office hours, and otherwise when the office normally re-opens. Failing the payment as aforesaid, the worker shall be deemed to have worked his normal hours until he is paid and shall be entitled to wage accordingly.

Suspension of Employment

15. (a) An employer who finds it necessary to cease operations temporarily in any department or departments, shall be entitled to suspend the employment of the employees thereby affected by giving them eight hours' notice: Provided, however, that in the case of a sudden emergency the employment may be suspended on the following conditions:

- (i) Shift workers on shift when the emergency arises shall be given notice of suspension as soon as possible and be entitled to pay to the end of the shift.

- (ii) The employees on the other shifts shall, if possible be notified of the suspension before they leave their homes for work, and if such notice is not given to any worker and he reports for work, he shall be entitled to pay for eight hours at such rate or rates as would have been applicable had no suspension occurred.
- (iii) Day workers on duty when the emergency arises shall be given notice of suspension as soon as possible and shall be entitled to pay up to the end of their normal day. Where the emergency arises outside of normal hours for day work, day workers shall, if possible, be notified of the suspension before they leave their homes for work, and if such notice is not given to any worker and he reports for work he shall be entitled to four hours' pay.
- (b) No pay under this agreement shall accrue due to any worker during any period when his employment is suspended under this clause.
- (c) Notice of such suspension shall be posted up in the clock-room.

Transport Allowance

16. A worker called upon to work overtime and 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.

Accidents

17. (a) A first-aid emergency case, fully equipped, shall be kept by the employer in a convenient and accessible place at the factory. Accidents shall be reported to the employer on sheets provided for that purpose.

An ambulance room shall be provided.

(b) If available, one worker holding a St. John's current certificate shall be employed, and the employer shall pay such worker an honorarium of not less than £11 10s. per annum.

This provision shall not apply to any undertaking where a fully equipped first-aid station is provided and the services of a competent first-aid officer are available at all times on the mill site.

Variation of Duties

18. It shall be the duty of every worker if at any time during his ordinary working hours, sufficient work is not available for him in his usual occupation or department to undertake any other work in the said industry that the employer may require him to undertake: Provided that while engaged on such other work such worker shall be paid not less than the rate of wages payable to him in respect of his usual occupation or the rate prescribed for the work to which he is transferred whichever rate is the greater.

General Provisions

19. (a) The employer shall provide (1) a separate locker for each worker, as near as practicable to his own department, clogs and rubber goloshes where such articles are necessary, protective clothing and/or rubber aprons for workers handling acids, alum, caustic soda, or other corrosive chemicals; (2) a luncheon-room and/or dining cubicles for shift workers; (3) a changing-room with hot and cold showers in a situation easily accessible to the workers; (4) gumboots, water-proof clothing, asbestos or leather gloves, and/or respirators for all work where such articles are necessary.

(b) Where necessary, workers shall be issued with two pairs of overalls to be replaced when worn out.

(c) Where gumboots are handed in by workers who no longer require them it shall be the responsibility of the company to disinfect the boots before they are issued to other workers.

(d) All workers shall keep their lockers clean and tidy, placing all rubbish in covered bins provided for that purpose.

(e) The management shall be responsible for seeing that the meal room is kept clean and tidy.

(f) (i) 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.

(ii) Any worker required to work in any place (other than a compartment or confined space within the meaning of this sub-clause) where the temperature exceeds 110 degrees Fahrenheit shall be paid 4d. per hour or part of an hour above his ordinary rate of pay for the time he is working subject to such temperature.

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

(iv) A compartment or confined space means a place the dimensions of which necessitate a worker working in a stooped or otherwise cramped position or a place without proper ventilation or where confinement within a limited space is productive of unusual discomfort.

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

(h) A stop-work meeting with a limit of two hours shall be allowed once in each period of three months: Provided that a skeleton staff sufficient to maintain production shall be left on duty.

(i) At Kinleith for as long as a boilerman is required to be in charge of boilers of which the combined rated capacity exceeds 125,000 lb of steam an hour he shall be paid an allowance of £1 1s. 3d. per week.

Refreshment Intervals

20. (a) Day workers: Each day-worker shall be allowed an effective interval of 10 minutes morning and afternoon without loss of pay.

(b) Shift-workers shall, without loss of pay, be allowed two 10 minute intervals during each shift for the purpose of refreshment, the shift foreman to arrange relief where essential.

Right of Entry

21. The secretary or other authorised officer of the union shall, with 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.

Disputes

22. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this agreement, every such dispute or difference 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.

Unqualified Preference

23. (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.

(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 purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

Under-rate Workers

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

Scope of Agreement

25. This agreement shall apply to the parties hereto.

Term of Agreement

26. This agreement, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 1st day of July 1965 and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 31st day of October 1966.

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 Forest Products Ltd. and Whakatane Board Mills Ltd.:

J. MCGLONE, Assistant Personnel Manager.

Witness to above signature—D. L. Stacey.

Signed for and on behalf of the New Zealand Engine-drivers, River Engineers, Marine-engine Drivers, Greasers, Firemen and Assistant's Industrial Union of Workers:

N. FINCH.

Witness to above signature—John J. Mitchell.

MEMORANDUM

It is hereby agreed between the parties hereto that the wage rates which are provided for in clause 10 hereof are conditional upon the production bonuses which become payable from time to time to each worker at Penrose and Kinleith covered by this agreement being subject to reduction at the rate of 10 per cent provided that at no time shall a worker's bonus be so reduced that the reduction is more than 10s. in each weekly bonus period and provided further that any decision of Mr C. L. Hunter in respect of similar deductions from the bonuses of workers covered by the Pulp and Paper Workers Industrial Agreement shall apply to workers covered by this agreement.
