

—

•

**NEW ZEALAND PAPER MILLS LTD. (MATAURA) EMPLOYEES—AGREEMENT
UNDER THE LABOUR DISPUTES INVESTIGATION ACT 1913**

THIS industrial agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 12th day of August 1965, between the New Zealand Federation of Wood-pulp, Paper and Paper Products Workers (hereinafter referred to as "the federation") and New Zealand Paper Mills Ltd. (hereinafter referred to as "the employer") witnesseth that it is hereby mutually agreed and declared between the federation and the employer as follows:

That, as between the parties hereto, the terms, conditions and provisions herein contained shall be binding on the said parties, and the said terms, conditions and provisions shall be deemed to form part of this agreement; and, further, the said parties shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions and provisions respectively required to be done, observed and performed and shall not do anything in contravention of this agreement.

—

SCHEDULE

Industry to Which Industrial Agreement Applies

1. This industrial agreement shall apply to workers employed by New Zealand Paper Mills Ltd. in the manufacture of wood pulp, paper, paper products and soda recovery.

The industrial agreement shall not apply to production or shift foremen whose duties are substantially overseeing, not manual, nor shall this industrial agreement apply to chemists or their assistants.

Hours of Work

2. (a) The ordinary hours of work shall not exceed 40 per week, nor more than eight per day on the five days of the week Monday to Friday inclusive between the hours of 8 a.m. and 5 p.m. A worker shall not be required to work more than five hours

continuously without an interval of at least half-an-hour for a meal. Time worked in excess of such five 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.

(iv) In any case where a shift worker commences a rostered sequence of shifts in the course of which he is required to change to another sequence, he shall be paid at overtime rates for the first shift of the new sequence provided that where 48 hours notice of such change is given this payment will not be made.

Overtime and Penal Rates

3. (a) Time worked outside or in excess of the hours prescribed in clause (2) hereof or time worked on any rostered day off between midnight Sunday-Monday and midnight Friday-Saturday 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. Time worked after 12 noon on Saturday shall be paid at double rates.

(b) Time worked on Sunday shall be paid at double rates.

(c) 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 subclause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time (as prescribed in clause (2)) occurring during such absence.

If on the instructions of the employer such a worker resumes or continues work without having had such eight consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(d) 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 employers' approval.

Call Out

4. 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 6s. 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.

Meal Money

5. Meal money at the rate of 5s. 7d. 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.

Shift Allowance

6. (a) Where day, afternoon and night shifts are worked a shift allowance of 5s. 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 15s. When 12 hour 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.

Holidays

7. (a) The following holidays shall be allowed and paid for: Christmas Day, Boxing Day, New Year's Day and day following New Year's Day, Labour Day, Anzac Day, Anniversary Day, 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.

Annual Holidays

8. (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 48 hours at ordinary rates of pay as provided in this agreement for each week of annual holiday entitlement.

(b) A worker after 10 years continuous service (i.e. at the 11th leave period) with the employer party to this agreement shall be allowed a third week of annual holidays paid as for 40 hours at ordinary rates, provided that in the coming leave year payment will be made for this holiday entitlement. In future leave years by agreement between the employer and the worker and subject to the approval of the local branch of the federation payment may be made for the particular week in satisfaction of the holiday entitlement.

This additional weeks 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.

(c) 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 7 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 Day 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 federation 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.

Termination of Employment and Payment of Wages

9. (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 employers ordinary office hours, and otherwise when the office normally re-opens.

(c) Wages shall be paid not later than Thursday in each week. Where a statutory holiday falls on a Friday payment to be made not later than Wednesday in that week.

(d) Any shortage in pay shall be made up as soon as possible thereafter but in any event no later than the pay day following notice of such shortage having been made known.

Students

10. 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. On being employed they shall immediately apply for membership in the federation.

Wages

11. The following rates of pay shall apply to workers employed by N.Z. Paper Mills Ltd. 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) <i>Number 1 Machine—</i>		
Machine tender	9	5½
Drierman	8	4
Machine assistant	7	8½
<i>Number 2 Machine—</i>		
Machine tender	9	10
Drierman	8	7½
Machine assistant	8	0

						Per Hour	
						s.	d.
<i>Number 3 Machine—</i>							
Machine tender	..	..	..	..	..	9	10
Drierman	..	..	..	..	..	8	2
Machine assistant	..	..	..	..	..	7	8½
Blendman	..	..	..	..	..	9	2½
Groundwood mill operator	..	..	..	..	..	9	2½
Coal crusherman	..	..	..	..	..	8	5
Pulpmaster and turbo flex operator	..	..	..	..	..	8	8
Cutterman	..	..	..	..	..	8	4
Reelerman	..	..	..	..	..	8	4
Despatchmen	..	..	..	..	..	8	3
Guillotineman	..	..	..	..	..	8	3
Calenderman	..	..	..	..	..	8	2
De-barker operator	..	..	..	..	..	8	2
General handyman	..	..	..	..	..	8	2
Sizeman	..	..	..	..	..	7	10½
Blendmans assistant	..	..	..	..	..	8	1
Boilerman	..	..	..	..	..	7	11
Senior benchman	..	..	..	..	..	7	11
L/H Shop roll packer	..	..	..	..	..	7	10
L/H roll packer	..	..	..	..	..	7	11½
Coremaker	..	..	..	..	..	7	10
Vacuumatic counter operator	..	..	..	..	..	8	2
Fork lift driver	..	..	..	..	..	8	2
General hands (all sections)	..	..	..	..	..	7	8½

Paper Bag Section—

Bag tackler	..	..	..	..	..	8	11½
Assistant bag tackler	..	..	..	..	..	7	11½
Despatchman and press	..	..	..	..	..	8	1
Pastemaker	..	..	..	..	..	7	10
Storeman	..	..	..	..	..	7	10

(b) *Youths—*

Under 17 years of age	..	..	..	..	..	4	6
17-18 years of age	..	..	..	..	..	5	0½
18-19 years of age	..	..	..	..	..	5	7
19-20 years of age	..	..	..	..	..	6	7½

(i) Boys after serving five years shall be given preference of employment in the industry.

(ii) Youths under 18 years of age shall not be employed on shift work except by agreement with the federation.

(c) *Females—*

						Per Hour	
						s.	d.
Machine operators	..	..	..	..	..	5	9
Machine assistants	..	..	..	..	..	5	3½
Trainees (1st four months employment)	..	..	..	..	..	4	9
Senior sorter	..	..	..	..	..	6	0
Sorters	..	..	..	..	..	5	7
Trainees (1st four months employment)	..	..	..	..	..	4	9

(d) *Service Allowance—*

- (i) For services exceeding one year ½d. per hour.
- (ii) For services exceeding two years a further ½d. 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.

Transport Allowance

12. 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.

General Provisions

13. (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, waterproof clothing, asbestos or leather gloves, and/or respirators for all work where such articles are necessary.

(b) Overalls when necessary to be supplied as follows:

(i) All production personnel will be issued with two pairs of bib overalls per year at a charge of 5s. per pair.

(ii) Personnel employed in the departments listed below are to have the option of two pairs of combination overalls per year at a charge of 7s. 6d. per pair in lieu of bib overalls as above:

(a) Wood yard.

(b) Pulp mill.

(c) Stock preparation.

(d) Paper making machines.

(e) Transport.

(f) Other personnel at the discretion of their departmental supervisor.

(iii) Personnel employed in other departments who are entitled to bib type overalls may, on request, be issued with combination type overalls at a charge of 18s. 6d. a pair.

(iv) Females shall be supplied with three smocks per year.

(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 and place 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) *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 an interval of 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.

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

Variation of Duties

14. 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. Provided that a worker under specific training instructions for a higher rated job will be paid half the difference between the rates prescribed for his own and the higher classification if more than one hour is so spent.

Disputes

15. 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.

Under-rate Workers

16. (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 federation, 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 federation 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 federation 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 federation upon such wage without having the same so fixed.

(d) It shall be the duty of the federation 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.

Unqualified Preference

17. (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 the federation of workers bound by this agreement, become a member of such federation within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of the federation 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 the federation 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 federation and every worker who fails to remain a member of the federation 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 federation that the worker has been requested to become a member of the federation and has failed to do so, or that the worker having become a member of the federation 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.

Right of Entry

18. The secretary or other authorised officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Suspension of Employment

19. (a) The 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 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 shall accrue 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 clockroom.

Terms of Agreement

This agreement shall come into force on the 9th day of August 1965, and shall continue in force until the 31st day of March 1967.

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 above signature—Ian H. Douglas.

Signed for and on behalf of the New Zealand Federation of Woodpulp, Paper and Paper Products Workers:

C. K. GLENDENING.

Witness to above signature—G. Nelson.

(This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Dunedin pursuant to section 8 (1) of the said Act, on the 16th day of August 1965.)
