

NEW ZEALAND FOREST PRODUCTS LTD, (PENROSE) CARPENTERS AND JOINERS AND JOINERS' MACHINISTS—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 18th day of November 1965 between the New Zealand Carpenters, Joiners, Joiners' Machinists and (except Otago and Southland) Plasterers, and (except Auckland) Bricklayers and Related Trades Industrial Union of Workers, (hereinafter referred to as "the union") of the one part and New Zealand Forest Products Ltd. (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. (a) This agreement shall apply to carpenters, carpenters and joiners and joiners' machinists, employed on the work specified in sub-clause (b) hereof, in or in connection with the wood pulp, wood pulp products and paper manufacturing, sawmilling and ancillary activities (including the construction, maintenance and repair of industrial buildings and dwelling houses) of New Zealand Forest Products Ltd. at Penrose. Provided that nothing herein shall apply to foremen whose duties are substantially overseeing, not manual; and provided further that nothing herein shall apply to workers employed in the Pinex Fixing Division of New Zealand Forest Products Ltd.

(b) Carpenters, joiners or joiners' machinists work means and includes the various classes of work as described in clause 1 of the New Zealand Carpenters and Joiners and Joiners' Machinists Award dated 21 October 1965 or such other award as may subsequently be issued by the Court of Arbitration in substitution therefor.

Hours of Work

2. (1) *Day Workers*—(a) The ordinary hours of work shall be 40 per week of which not more than eight hours may be worked on each day from Monday to Friday inclusive between the hours of 8 a.m. and 5 p.m. provided that the employer and the union may agree in writing to operate a roster system for day workers which provides for the aforementioned hours of work to be worked on each of any five of the seven days of the week: Provided that a worker whose ordinary hours of work in terms of the roster in any week includes time actually worked on a Saturday or on a Sunday in that week shall receive in addition to his ordinary wages, payments in respect of actual time worked as follows:

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

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

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

(b) A regular time for lunch break shall be established for each department, in duration not more than one hour nor less than half an hour. When a worker is called for work during his regular meal break, the time so worked and until an interval for a meal has been allowed, shall be paid for at half rates extra. Assignments of work during regular meal breaks will be kept to a minimum consistent with operating requirements and there will be no unreasonable refusal on the part of the workers.

(c) No worker shall be required to work more than four and one-half hours continuously without an interval for a meal, provided that such four and one-half hours may be extended to five hours to meet an emergency.

(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 12 of this agreement.

Overtime

3. *Day Workers*—(a) Time worked on any day Monday to Friday outside of or in excess of the hours specified in clause 2 sub-clause 1 (a), and any time worked on Saturday before 12 noon shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and at the rate of double time thereafter. Time worked between 10 p.m. and 6 a.m. shall be paid for at double time. Time worked on Saturday after 12 noon or on Sunday, shall be paid for at the rate of double time.

(b) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least eight consecutive hours off duty between the work of successive days. A worker who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work in the next day that he has not had at least eight consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time (as prescribed in clause 2 sub-clause 1 (a) occurring during such absence.

If, on the instructions of his employer, such a worker resumes or continues work without having had such eight consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period, and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time (as prescribed in clause 2 sub-clause 1 (a)) occurring during such absence.

(c) Any worker, who, after having completed his day’s work and left the place of employment, is called back to work overtime shall be paid a minimum of two hour’s 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 one-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 one-half hours. If not provided with a meal on any occasion the worker shall be entitled to a meal allowance of 5s. 7d.

Students

4. Any student of any recognised university engineering college in the Dominion who engages himself to an employer for the purpose of obtaining practical experience to supplement his theoretical training during the vacation period shall be exempt from the provision of this agreement: Provided that this shall not entitle an employer to dismiss a worker in order to make room for a student.

Wages

5. (a) The rates of pay for workers covered by this agreement shall be:

| Per Week | Equivalent Rate Per Hour |
|-------------|-----------------------------|
| £ s. d. | s. d. |
| 19 3 4 | 9 7 |

(b) *Service Allowances*—Service allowances 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 1d. per hour, making 3d. an hour in all.
- (v) Service now accrued qualifies for the allowance.
- (vi) 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 run from the date of his return.
- (vii) Service must be with the same employer and not merely in the industry.
- (viii) Approved leave of absence will not debar any worker from the benefits of this sub-clause.

(c) *Leading Hands*—Where a worker has been specifically directed by the employer to take charge of any job and has under his control not less than two adult workers bound by this agreement, such worker shall be paid 9d. per hour in addition to the above-mentioned rate.

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

Special Payments

6. (a) 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.

(b) Any journeyman working with pumice, charcoal, 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 5d. per hour extra while so employed and shall be allowed 10 minutes' spell after two hours have been worked continuously without any reduction in wages.

(c) Any worker working in conditions as specified in sub-clause (b) above with silicate of cotton or loose or unwrapped glass wool in connection with insulation work shall be paid 1s. 4d. per hour extra while so employed.

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

(e) Workers engaged in the demolition of a building or in any part thereof where dust is caused through the falling of brick walls or plaster or old wooden ceilings, or in repairs to or demolition of any building or fittings destroyed or damaged by fire which necessitates the handling of charred timber, shall be paid 6½d. per hour extra while so engaged with a minimum payment of 2s. 2d. per day.

Workers engaged on other demolition work or required to work under floors on underpinning or reblocking work to existing buildings where the said floors are less than 3 ft from ground level, or workers who are in the course of their employment required to handle materials on which tar, oil, or creosote is wet, shall be paid 4d. per hour extra while so engaged with a minimum payment of 1s. 4d. per day.

(f) Any worker called upon to use his own saw in sawing reused concrete boxing shall be paid ½d. per hour extra while so employed.

(g) *Wet Places*—Where workers are called upon to work in water, slush, mud or wet concrete 1 in. or more in depth, or in wet vegetation at least 9 in. in height, 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 8d. per hour extra. Where reused gumboots are supplied by the employer such gumboots shall be sterilised by the employer in accordance with Department of Health regulations.

(h) *Height Money*—(i) No worker shall be required to work on a bosun-chair and/or swinging stage until approved by the appropriate inspector.

(ii) Any worker required to work on a bosun-chair and/or on 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, 2½d. per hour extra.

For heights exceeding 70 ft and up to and including 105 ft, 4¾d. per hour extra.

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

For heights exceeding 140 ft and up to and including 170 ft, 10½d. per hour extra.

(iii) Any worker required to work on roof trusses or fixing purlins on roof trusses which would allow for an unbroken fall of 15 ft or more shall be paid 7½d. per hour extra while so employed.

(i) *Depth Money*—When workers are required to undertake carpentering work in shafts, sumps, pier holes, or trenches over 6 ft in depth they shall be paid the following extra payments for the actual time during which they are so employed:

Over 6 ft and up to and inclusive of 12 ft, 2½d. per hour extra.

Over 12 ft and up to and inclusive of 20 ft, 3¾d. per hour extra.

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

(j) Workers employed in a room where paint spraying is in process shall be provided with respirators.

(k) Any worker called upon to perform work of an unusually dirty, hazardous, 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 12 of this agreement.

(l) No claims for special payments shall be recognised unless the worker furnishes particulars on his time sheet for the day concerned showing clearly full details of the work concerned, the nature of the allowance claimed, and the time involved.

Tool Allowance

7. (a) All workers required to supply their own tools shall be paid a tool allowance at the rate of 3d. per hour.

Every worker who is in receipt of tool allowance shall provide and maintain in good order an adequate kit of tools to be available when required for work.

(b) The employer shall either replace or repair workers' tools which the worker is required to supply, and/or clothing lost or damaged by theft or fire on the job in the following circumstances:

(i) Loss or damage by fire - at all hours provided that when not in use they have been stored by the worker in the place and in the manner directed by the employer or his representative.

(ii) Loss or damage by theft - during non-working hours only provided that they have been stored by the worker in the place and in the manner directed by the employer or his representative.

(c) The employer shall be responsible for safeguarding workers' tools and/or clothing when the worker leaves his job through sickness or accident.

Terms of Employment

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

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

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

(d) All wages shall be paid on dismissal of a worker or when a worker leaves of his own accord.

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

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

Holidays

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

(b) The attention of the parties is drawn to the provisions of the Public Holidays Act 1955, which deals with the transference of holidays which fall on a Saturday or a Sunday. This provision shall apply to workers covered by this agreement.

(c) Payment of wages for the said holidays shall be made to all persons who perform work under this agreement at any time during the fortnight ending on the day on which the holiday occurs. An employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for an employer during the fortnight ending on the day of any holiday referred to in sub-clause (a) of this clause: provided that for the purpose 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 paid for 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.

Accidents

10. (a) An adequate first aid emergency kit shall be kept in a convenient and accessible place in every works, and shall be open to inspection once a month by a union official.

(b) Facilities shall be provided for rendering first aid in the case of accident to workers while working outside the employer's place of business.

(c) Provision shall be made for a supply of hot water at short notice.

(d) Where a worker is injured in the course of his employment and is obliged to attend hospital or a doctor for treatment during working hours, such worker shall be paid by the employer for time so lost on the day of the accident, but not for more than two hours.

General Provisions

11. (a) It shall be the duty of the employer to provide lockers or other suitable accommodation wherein employers 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. Workers will co-operate with management to ensure that work areas and amenities are maintained in a tidy and orderly condition.

(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 appliances will be used unless connected to a transformer.

(d) 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.

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

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

(g) 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.

(h) Workers erecting metal form work or metal trusses and/or structural metal frame work shall be supplied with suitable gloves on request.

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

(j) A stop work meeting with a limit of two hours 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.

(k) Workers employed on constructive work where overhead hazards exist shall be supplied with protective head-gear which shall be worn by the workers concerned. When head-gear is reissued after use it shall be fitted with a new head band.

(l) 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.

(m) The Construction Act 1959 and any regulations or amendments made thereunder shall apply to the extent that it applies to work coming within the scope of this agreement.

(n) Suitable eye protection shall be supplied in accordance with the Factories Act 1946 and the Construction Act 1959.

Disputes

12. The essence of this agreement being that the work of an employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman, to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district.

If the committee is unable to decide the question, then the chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Right of Entry

13. The secretary or other authorised representatives 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.

Unqualified Preference

14. (a) Any adult person engaged or employed in any position or employment subject to this agreement by the employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within seven days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under sub-clause (a) hereof to become a member of a union who fails to become a member, as required by that sub-clause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with sub-clause (b) hereof, commits a breach of this agreement.

(d) The employer bound by this agreement commits a breach of this agreement if he continues to employ a worker to whom sub-clauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

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

Under-rate Workers

15. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and arguments 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 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 of agreement by which such wage is fixed.

Term of Agreement

This agreement insofar as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the pay week commencing on or after the 29th day of August 1965, and so far as all other provisions are concerned it shall come into force on the first day of the pay week commencing on or after the 17th day of October 1965, and shall continue in force until the 30th day of September 1966.

Signed on behalf of the New Zealand Carpenters, Joiners, Joiners' Machinists and (Except Otago and Southland) Plasterers, and (Except Auckland) Bricklayers and Related Trades Industrial Union of Workers:

W. F. MOLINEUX, Secretary.

Witness—L. Barnes.

Occupation: Carpenter.

Address: 112 Ohiro Bay Parade, Wellington.

Signed on behalf of New Zealand Forest Products Ltd.:

T. N. HETHERINGTON, Personnel Manager.

Witness—T. N. Robinson.

Occupation: Personnel Officer.

Address: 67 Blade Road, Mangere East.