

N.Z. FOREST PRODUCTS LTD., FIBRE PRODUCTS NEW ZEALAND LTD., AND WHAKATANE BOARD MILLS LTD. PULP AND PAPER WORKERS—VARIATION OF INDUSTRIAL AGREEMENT

IN the matter of an industrial agreement dated the 20th day of August 1965 and made in pursuance of the Labour Disputes Investigation Act 1913 between the New Zealand Federation of Woodpulp, Paper and Paper Products Workers and N.Z. Forest Products Ltd., Fibre Products New Zealand Ltd., and Whakatane Board Mills Ltd.

It is hereby agreed between the parties that the industrial agreement dated 20th August 1965 shall be varied in the manner following:

1. "By deleting sub-clause (e) of clause 14 thereof and substituting the following new sub-clause:

'(e) Except as provided in sub-clauses (f) and (g) of this clause, annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944 provided that payment for these holidays shall be assessed as follows:

(i) A running total shall be maintained for each employee of the weekly pay hours applicable to his employment during the 52 weekly period preceding the date on which his holiday entitlement accrues, inclusive of the time paid for in respect of statutory and annual holidays but exclusive of time worked in excess of eight hours per day. Each hour paid for at ordinary rates of pay shall be assessed as one pay hour, each hour paid for at time and one half ordinary rates of pay shall be assessed as one and one half pay hours and each hour paid for at double ordinary rates of pay shall be assessed as two pay hours.

(ii) Where employment has extended over the complete year prior to the holiday entitlement falling due the total pay hours thus accumulated shall be divided by 52 and for a lesser period by a proportionately lower figure.

(iii) The average weekly pay hour figure so assessed shall be multiplied by the employee's hourly rate applicable at the time the holiday is actually taken to arrive at the amount to be paid for each complete week of holiday entitlement. Shift allowance is to be disregarded when making this computation. A proportionate amount will be payable for entitlements of less than one week.'"

2. "By deleting sub-clause (g) of clause 14 thereof and substituting the following new sub-clause:

'(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 the 25th and the 26th days of December.

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 this clause. Except as provided for in sub-clause (h) hereof 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 and 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 federation, payment may be made for the part week in satisfaction of the holiday entitlement.'"

3. "By inserting the following new sub-clause (h) of clause 14:

'(h) Whenever the employer elects to close down and for so long as he continues to close down production in a particular mill or department for a 10 day period from 24 December to 2 January, both days inclusive, and to operate on a continuous basis for the rest of the year workers employed in the said mill or department and whose duties are rostered in accordance with sub-clause (g) of this clause shall observe the first six days of their annual holidays pursuant to sub-clauses (e) and (g) of this clause within the said 10 day period in conjunction with four other days which shall be observed in respect of the four Award holidays which fall on 25 December, 26 December, 1 January and 2 January. The balance of each workers annual holiday entitlement pursuant to sub-clauses (e) and (g) of this clause shall be allowed after it falls due at such time as the employer may decide and as far as practicable to meet the wishes of the worker concerned provided that such balance of holiday entitlement may be taken in advance by agreement between the employer and the worker.' "

Dated at Auckland this 1st day of February 1966.

Signed on behalf of the New Zealand Federation of Woodpulp, Paper and Paper Products Workers Inc.—

C. K. GLENDENING, National Secretary.

Witness—R. J. Bloor.

Occupation—Mill hand.

Address: 40 Hinemoa Street, Whakatane.

Signed on behalf of N.Z. Forest Products Ltd., Fibre Products New Zealand Ltd., and Whakatane Board Mills Ltd.

T. N. HETHERINGTON, Personnel Manager.

Witness—T. N. Robinson.

Occupation—Personnel Officer.

Address: 67 Blake Road, Mangere East.