

INDUSTRIAL PAPER PRODUCTS EMPLOYEES – INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 1st day of May 1972 between the Northern and Taranaki Labourers' General Workers and Related Trades Industrial Union of Workers (hereinafter called the union) on the one part and Industrial Paper Products Ltd., of Church Street, Onehunga (hereinafter called the employer) of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

1. That the terms, conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding upon the parties, and they shall be deemed to be and are hereby declared to form part of the agreement.

2. That 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 contrary to this agreement or to its terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

APPLICATION OF AGREEMENT

1. This agreement shall apply to workers employed in the manufacture of bituminous roofing and allied products.

HOURS OF WORK

2. Except where otherwise provided, the week's work shall not exceed 40 hours, 8 per day to be worked between the hours of 7.30 a.m. and 5 p.m., from Monday to Friday both days inclusive.

WAGES

3. (a) The minimum rate of wages shall be:

Casual workers, \$1.33 per hour.

Weekly workers, \$53.20 per week.

A "casual worker" is a worker employed for a period of less than 5 working days.

NOTE: The above rate is recognised as being payment for the conditions of employment experienced in the industry.

(b) After the completion of one year's continuous service with the employer party to this Agreement the aforementioned wage rates shall be increased by 2.5 cents per hour or \$1.00 per week.

4. Workers who at the coming into force of this agreement are in receipt of a higher rate of pay than that prescribed herein shall not have their wages reduced while the present employment continues.

SHIFTS

5. (a) Notwithstanding the provisions of clauses 2 and 6, this agreement, two or more shifts covering a period of 24 hours may be worked from Monday to Friday inclusive.

(b) Each shift shall not exceed 8 hours, including half an hour crib-time and five shifts shall constitute a week's work.

(c) Workers employed on shift work shall receive 83 cents per shift in addition to their ordinary rate of pay.

(d) Any time worked in excess of the usual shift hours worked by workers employed under this clause shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first 3 hours and double time thereafter.

(e) This clause shall apply only where shifts are worked on 5 or more consecutive working days.

OVERTIME

6. (a) Except as provided for in subclause (b) hereof, all time worked in excess of the daily hours fixed in clause 2 of this agreement shall count as overtime and shall be paid for at the rate of time and a half for the first 3 hours and double time thereafter.

(b) All time worked before 12 noon on Saturdays shall be paid for at the rate of time and a half for the first 3 hours and double time thereafter. All time worked after 12 noon on Saturdays shall be paid for at double time rate.

(c) Any worker required to work on any Saturday, Sunday or on any holiday shall receive not less than 4 hours pay at overtime rates, and if 5 hours or more are worked, not less than 8 hours shall be paid at overtime rates: Provided however, that in event of work being available and the worker not being ready and willing to continue work for the full period of 4 or 8 hours as the case may be, payment shall be made only for time actually worked.

PAYMENT OF WAGES

7. (a) Wages shall be paid weekly in working hours on the regular pay-day which shall not be later than Thursday. All waiting time shall be paid for.

(b) No deduction in respect of time lost by any weekly worker shall be made from the wages payable to him except for time lost by reason of the default of the worker or by reason of his illness or of any accidents suffered by him.

(c) In the event of pay-day being a holiday, where practicable wages shall be paid under the same conditions as set out in subclause (a) of this clause on the day preceding the holiday: Provided, however, that if a holiday falls on a Friday wages shall be paid not later than the preceding Wednesday.

TERMINATION OF EMPLOYMENT

8. (a) In the case of weekly worker, 1 week's notice of the termination of employment shall be given by the party desiring to terminate the employment or 1 week's wages paid or forfeited, as the case may be: and in the case of hourly workers 2 hours' notice of termination shall be given or 2 hours' wages paid or forfeited, as the case may be: but nothing herein contained shall prevent an employer from summarily dismissing a worker for misconduct.

(b) When a worker is discharged he shall be paid without delay, and when a worker leaves a job, he shall, on demand, be paid within 24 hours of leaving. All waiting time beyond the prescribed time shall be paid for at ordinary rates.

(c) If a worker suffers injury on the job during working hours, and his condition necessitates leaving the job, he shall, if necessary, be conveyed at the expense of the employer by transport suitable to his condition.

HOLIDAYS

9. (a) The following shall be the recognised holidays which shall be paid for on ordinary rates: New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day and Boxing Day.

(b) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this agreement who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

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

(d) Except as otherwise provided, any work done on any of the above holidays or on Sundays shall be paid for at double time rates in addition to any payment to which the worker is entitled under subclause (b) hereof.

ANNUAL HOLIDAYS

10. (a) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944.

(b) In the case of shift workers the annual holiday period shall be 3 weeks.

(c) Upon completion of 3 years' continuous employment with the same employer, a worker shall be granted in respect of each further year of employment with that employer an annual holiday of 3 weeks instead of 2 weeks allowed under the Annual Holidays Act 1944. The third week's holiday may be allowed either in conjunction with or separately from the first 2 weeks as may be agreed by the employer and workers.

(d) Payment for annual holidays shall be on the basis of the worker's average weekly taxable earnings for the year (or lesser period where applicable) immediately preceding his annual holiday entitlement, provided that the holiday pay does not exceed the worker's ordinary pay plus 30 percent, and provided further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculation under this provision, a division of 52 shall be used.

PROTECTIVE CLOTHING

11. Protective clothing shall be supplied to the worker.

ACCOMMODATION

12. The employer shall provide and maintain in a clean and sanitary condition, mess-room, lavatory, showers with hot water, lockers, and, where necessary, protection for bicycles for use of workers. Boiling water for meals shall be provided.

MEAL MONEY

13. The employer shall allow meal-money at the rate of 85 cents per meal when workers are called upon to work after 6 p.m. Monday to Friday, or after noon Saturdays or Sundays.

REFRESHMENTS

14. Time shall be allowed (not less than 10 minutes) for refreshments during morning and afternoon, and where shifts are worked, at convenient times during such shifts.

SICK LEAVE CLAUSE

15. (a) After 12 months' continuous service with the employer a worker shall be entitled in each subsequent year of service to sick pay for up to 5 days calculated at the rate of his ordinary pay.

(b) Sick pay shall not be paid in respect of any statutory or award holiday for which the worker is entitled to full pay.

(c) Sick pay for a day shall be calculated according to the number of working days for which the worker's ordinary weekly pay is paid.

(d) Absence of 1 day only shall not be paid.

(e) A claim for sick pay shall be supported by a medical certificate.

(f) The worker shall ensure notice is given to the employer on the first day of absence due to illness.

(g) The employer shall also have the right to require the worker to produce additionally a medical certificate at the employer's expense from a doctor nominated by the employer.

(h) Where in any instance the employer operates a sick leave scheme, the benefits of which are no less favourable than those set out herein — then the provisions of such alternative scheme shall apply.

DISPUTES

16. 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 dealt with in this agreement, every such dispute or difference shall be referred to a disputes 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 a Conciliation Commissioner.

Should either party fail to appoint representatives to the disputes committee either party may refer the matter in dispute to a Conciliation Commissioner who may either decide the matter or refer the matter to the Court.

In the event of the disputes committee failing to agree, the matter shall be referred to the Court. In the event of the disputes committee or the Commissioner coming to a decision, either side shall have the right of appeal to the Court against the decision of the committee or the decision of the Commissioner, and written notice of such appeal shall be given to the other side within 14 days after such decision has been made known to the party desirous of appealing.

RIGHT OF ENTRY

17. The Secretary or other authorised officer of the union shall be entitled to enter at all reasonable times upon the premises or job of any employer bound by this agreement for the purposes of interviewing workers (with the consent of the employer or his representative, such consent not to be unreasonably withheld), but not so as to interfere unreasonably with the employer's business.

UNQUALIFIED PREFERENCE

18. (a) Any adult person engaged or employed in any position or employment subject to this agreement by an 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 subclause (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 the 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, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of the agreement.

(d) Every employer bound by this agreement commits a breach of the agreement if he continues to employ any worker to whom subclause (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 for adult workers by this agreement.

SCOPE OF AGREEMENT

19. This agreement shall apply to the parties hereto.

TERMS OF AGREEMENT

20. This agreement in so far as rates of wages to be paid are concerned shall be deemed to have come into force on the 14th day of February 1972 and so far as all other provisions of the agreement are concerned it shall come into force on the 14th day of February 1972; and this agreement shall continue in force until the 1st day of May, 1973.

MEMORANDUM

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

Signed for and on behalf of the Northern and Taranaki Labourers' General Workers and Related Trades Industrial Union of Workers –

R. E. Jones.

Witness – W. J. Skinner.

Signed for and on behalf of Industrial Paper Products Ltd. –

R. J. Edwards.

Witness – P. T. Hoffman.