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**N.Z. Forest Products Limited Kinleith
Factory Engineers—Collective
Agreement (Voluntary)**

Dated 19/12/74

NOTE: See clause 20 herein for the date on which rates of wages come into force

Form 6

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand Forest Products Limited, Kinleith, Factory Engineers Dispute of Interest between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and New Zealand Forest Products Limited.

The Industrial Commission, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Commission pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule hereto and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Industrial Commission has hereto been affixed and the President of the Commission has hereunto set his hand, this 19th day of December 1974.

(L.S.)

G. O. Whatnall, President.

N.Z. FOREST PRODUCTS LIMITED,
KINLEITH FACTORY ENGINEERS – COLLECTIVE AGREEMENT

Form 5

Sections 65 and 66

Regulation 9 (4)

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of N.Z. Forest Products Limited Kinleith Factory Engineers dispute of interest between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers (hereinafter referred to as the "Union") of the one part and N.Z. Forest Products Limited (hereinafter referred to as the "Employer") of the other part.

To the Registrar of the Industrial Commission:

We hereby submit to you a signed copy of the terms of voluntary settlement of the abovementioned dispute of interest arrived at by the parties pursuant to section 65 of the Industrial Relations Act 1973, for registration by the Industrial Commission as a collective agreement.

Dated at Auckland this 14th day of November 1974.

For New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers:

J. J. Crummey.

For N.Z. Forest Products Limited:

T. N. Hetherington.

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement shall apply to toolmakers, tradesmen, machinists, tradesmen's mates, and labourers (all as described in clause 7) employed in the woodpulp paper and wallboard manufacturing, sawmilling, and ancillary activities of N.Z. Forest Products Limited at Kinleith: Provided that nothing herein shall apply to foremen whose duties are substantially overseeing not manual.

HOURS OF WORK

2. (1) Day Workers – (a) The ordinary hours of work shall be forty per week of which not more than eight hours may be worked on each day from Monday to Friday inclusive between the hours of 7.30 a.m. and 5 p.m. except where an employer elects to operate a roster system for day workers.

Where an employer so elects with the agreement of the union to operate such a roster for day workers the ordinary hours of work shall be forty a week of which not more than eight hours may be worked between 7.30 a.m. and 5 p.m. on each of any five of the seven days of the week which shall be deemed to commence midnight Sunday/Monday: Provided that a worker whose ordinary hours of work 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 computed in respect of the 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.

(c) No worker shall be required to work more than 4½ hours continuously without an interval for a meal, provided that such 4½ hours may be extended to 5 hours to meet an emergency.

(2) Shift Workers – (a) Shifts may be worked as necessary and may be worked in accordance with a roster provided that a worker shall not be deemed to be a shift worker unless he has worked on shift for not less than five consecutive working days. Any change from the established shift roster system in operation as at the date of coming into force of this agreement shall be the subject of prior discussions between the employer and the union.

(b) The ordinary hours of work for a shift worker shall not exceed five eight-hour shifts per week to be worked on any five of the seven days of the week which shall be deemed to commence midnight Sunday/Monday: Provided that a worker whose ordinary hours of work in any week include time actually worked on a Saturday or on a Sunday in that week shall receive, in addition to his ordinary rates, payments computed in respect of the 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.

(c) 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.

(3) Definition of Roster – For the purpose of this agreement “roster” means a schedule of duty times showing in advance the days of the week and/or shifts when any worker is due to work and be off work respectively and rostered has a corresponding meaning.

OVERTIME

3. (1) Day Workers – (a) Time worked on any day, Monday to Friday, outside of or in excess of the hours specified in clause 2, subclause 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 9 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 is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least nine 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 on the next day that he has not had at least nine consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had nine consecutive hours off duty without loss of pay for normal working time occurring during such absence.

If, on the instructions of his employer, such a worker resumes or continues work without having had such nine 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 nine consecutive hours off duty without loss of pay for normal working time, occurring during such absence.

Where extended overtime worked by a worker on a day preceding a non-working day results in their being a span of less than 9 hours between the time he ceases such overtime and the established starting time for normal hours of work he shall be entitled in addition to payment for the time worked, to payment at ordinary rates of pay for the number of hours by which the span is less than 9 hours; provided that where a worker works a continuous span of overtime extending from his normal time of ceasing work until or beyond 3.30 a.m. on his non-working day the payment shall be increased to 8 hours pay at ordinary rates in addition to the payment for time actually worked.

(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 at double rates with a minimum of three hours pay and reasonable travelling time to and from the worker's home shall count as time worked. Where such call-back extends for six or more hours continuously before 8 a.m. double time shall be paid until the worker is released. A worker who has had at least eight hours off duty after the work of the preceding day and who is called back on a normal working day before 4 a.m. for a period which does not extend six or more hours continuously before 8 a.m. shall be allowed time off at the beginning of his normal working time on that day equivalent to the actual time worked on such call out without loss of pay for normal working time occurring during such absence.

(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 4½ hours on a Saturday, Sunday or agreement holiday, he shall be provided with a suitable meal at the end of the first 4½ hours. If not provided with a meal on any occasion the worker shall be entitled to a meal allowance of 1 dollar 25 cents provided that 10 cents additional shall be paid to workers required to purchase their meals on Sundays and Statutory Holidays.

(2) Shift Workers – (a) Time worked in excess of eight hours on any shift or time worked on any rostered day off shall be deemed to be overtime and shall be

paid for at the rate of time and one half for the first three hours and at the rate of double time thereafter: Provided that a shift worker who is required to remain at work after completing his normal shift other than as a substitute for another shift worker shall be paid at the rate of double time for any overtime so worked between the hours of 9 p.m. and 6 a.m. Any overtime worked after noon on a Saturday or on a Sunday shall be paid for at the rate of double time.

(b) Any shift worker who, after having completed his day's work and left the place of employment, is called back to work overtime, shall be paid at double time rates with a minimum of three hours' pay, and reasonable travelling time to and from the worker's home shall count as time worked.

(c) When a shift 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 shift worker is required to work for more than 4½ hours on a rostered day off or award holiday he shall be provided with a suitable meal at the end of the first 4½ hours. If not provided with a meal on any occasion the worker shall be entitled to a meal allowance of 1 dollar 25 cents provided that 10 cents additional shall be paid to workers required to purchase their meals on Sundays or Statutory Holidays.

(d) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least nine consecutive hours off duty between the work of successive days. A shift worker who works so much overtime between the termination of his ordinary shift on one day and the commencement of his ordinary shift on the next day that he has not had at least nine consecutive hours off duty between those time, shall, subject to this subclause, be released after completion of such overtime until he has had nine consecutive hours off duty without loss of pay for normal working time occurring during such absence.

If, on the instructions of his employer, such a worker resumes or continues work without having had such nine 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 nine consecutive hours off duty without loss of pay for normal working time occurring during such absence.

SWITCH OF SHIFT

4. Except in the normal or rostered changing of shifts and where changes of shifts are mutually arranged between workers themselves, a shift worker, who commences his ordinary hours of work for the week on any one of the three shifts and is switched to another shift as part of his ordinary hours of work, shall be entitled to receive for the time worked on the first such changed shift after the switch a payment at the rate of time and one half ordinary rates for the first three hours and double ordinary time thereafter: Provided that any such time worked after noon on a Saturday or on a Sunday shall be paid for at the rate of double time.

This entitlement shall be in substitution for the ordinary wages which would otherwise be payable to the worker in respect of such time.

SHIFT ALLOWANCE

5. (a) Where day, afternoon, and night shifts are worked a shift allowance at the rate of 2 dollars 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 6 dollars.

Where part of an eight hour shift is worked by one worker and the remainder by another the shift allowance for that shift shall be divided between the two workers in proportion to the time worked by each.

(b) 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

6. 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 AND SPECIAL PAYMENTS

7. (a) The following rates of pay for adult male workers shall apply:

	Per Week \$	Equivalent Rate Per Hour Cents
Toolmaker:	93.04	232.6
"Toolmaker" means a tradesman engaged making and/or repairing any precision tools, gauge, die, jig, or mould and who is responsible for its completion.		
Tradesman:		
Day Workers	88.88	222.2
Shift Workers	90.24	225.6

A tradesman who obtains a pass in the Second Qualifying examination in fitting turning and machining conducted by the New Zealand Trades Certification Board shall be paid 3.6 cents per hour extra and upon obtaining a Trade Certificate in fitting turning and machining issued by the New Zealand Trades Certification Board he shall be paid a further 3.6 cents per hour extra making 7.2 cents per hour in all. Upon obtaining an Advanced Trade Certificate in fitting turning and machining issued by the New Zealand Trades Certification Board he shall be paid a further 7.2 cents per hour making 14.4 cents per hour in all.

The holder of a 3rd Marine Certificate shall receive not less than the rate payable to a holder of Trade Certificate.

The payment for holders of Trade Certificate or Advanced Trade Certificate shall only apply as from the date the worker produces to his employer a notification from the N.Z. Trade Certification Board that he has passed the examination for that certificate for the trade in which he is employed.

"Tradesman" means a worker employed as such who has completed an apprenticeship to any of the branches of the trades covered by this agreement or an adult worker who in the course of his employment works from drawings or prints, or who makes precision measurements, or who applies general trade experience to the branch or branches of any of the trades in which he is employed covered by this agreement, such as patternmakers, toolmakers, die-sinkers, engineers, turners, fitters, instrument fitters, blacksmiths, mill-wrights, welders and includes first-class machinists, but shall not include workers covered by any other definition contained in this agreement.

	Per Week \$	Equivalent Rate Per Hour Cents
Rigger	83.52	208.8
Trainee Rigger	77.60	194.0

A "Rigger" for the purposes of this agreement is a worker in the engineering branch of the employer's undertaking who is qualified to perform and whose duties include the making, repair, conditioning, adapting, and use of connecting, suspending, supporting, lifting, hoisting, slinging, or conveying media, gear and equipment (not wholly or substantially made of wood) incidental or necessary to the efficient functioning of the undertaking. This definition shall not be interpreted to restrict the lifting and moving of parts and equipment which is normally carried out by a tradesman.

A rigger who is widely experienced in the work described above and who is regularly required to perform the said work without supervision shall be paid 4.0 cents per hour extra.

	Per Week \$	Equivalent Rate Per Hour Cents
Crane Driver	77.96	194.9
Machinest employed on coldsaw, hydraulic press, pneumatic press, screwing machine or drilling machine and striker and on the sharpening of winder knives	74.72	186.8
Tradesmen's Mate:		
A "tradesmen's mate" is a worker who is directed to regularly assist tradesmen with normal mechanical duties, as a personal assistant. This does not imply that tradesmen not provided with assistants should be so provided.		
For initial period of employment not exceeding 3 months	71.56	178.9
Thereafter	74.44	186.1

(b) (i) Where a tradesmen's mate has been specially trained and is required from time to time to carry out work on conveyor belt splicing he shall be paid 11.3 cents per hour extra.

(b) (ii) Where a tradesmen's mate has been specially trained in the application and fabrication of fibre glass pipes and fibre glass equipment and he is required from time to time to carry out such work he shall be paid 11.3 cents per hour extra.

(c) Where a tradesmen's mate is required from time to time to service recorder charts and perform incidental work related thereto he shall be paid 11.3 cents per hour extra.

(d) The tradesmen permanently allocated to Kinleith Chlorine Plant shall be paid 5.9 cents per hour extra. This payment shall also apply in respect of any time during which a shift tradesman is required to exercise the specialist skills in respect of which this payment is made.

(e) A tradesmen's mate whilst operating a tractor hoist as a crane shall be paid 8.8 cents per hour extra while so employed.

(f) The rate of wages for junior labourers shall be as follows:

	Per Week \$
Under 16½ years of age	46.88
16½ to 17 years of age	51.20
17 to 17½ years of age	56.00
17½ to 18 years of age	60.88
18 to 18½ years of age	65.68
Thereafter	71.56

The proportion of junior labourers employed at any one time shall not exceed one for every two tradesmen's mates and/or labourers employed.

(g) Service Allowances — Service allowances shall be paid as follows:

- (i) For service exceeding one year 2.0 cents per hour.
- (ii) For service exceeding two years a further 2.0 cents per hour, making 4.0 cents an hour in all.
- (iii) For service exceeding three years a further 1.0 cent per hour making 5.0 cents an hour in all.
- (iv) For service exceeding four years a further 1.0 cent per hour making 6.0 cents an hour in all.
- (v) For service exceeding five years a further 1.0 cent per hour making 7.0 cents an hour in all.
- (vi) For service exceeding six years a further 0.5 cent per hour making 7.5 cents an hour in all.
- (vii) For service exceeding seven years a further 0.5 cent per hour making 8.0 cents an hour in all.
- (viii) For service exceeding eight years a further 0.5 cent per hour making 8.5 cents an hour in all.
- (ix) For service exceeding nine years a further 0.5 cent per hour making 9.0 cents an hour in all.
- (x) For service exceeding ten years a further 1.5 cents per hour making 10.5 cents an hour in all.
- (xi) Service now accrued qualifies for the allowance.
- (xii) 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 the date of return.
- (xiii) Service must be with the same employer and not merely in the industry.
- (xiv) Approved leave of absence will not debar any worker from the benefits of this subclause.

(h) Special Payments:

- (i) Any worker while employed on metal spraying applying or dry grinding fibre glass or on oxyacetylene or electric welding or cutting, except for spot- or butt-welding machines shall be paid 6.5 cents per hour; this provision shall not apply to odd occasions when a worker other than a welder uses the cutting equipment. However, a worker welding for more than half his working time shall receive a full day's welding allowance.
- (ii) Any worker required to work in any compartment or confined space where the heat exceeds 43 degrees celsius (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.
- (iii) Workers employed in confined spaces where welding or burning operations are being carried out shall be paid half ordinary rates extra above the ordinary or overtime rate as the case may be in respect of the time so employed.
- (iv) Any worker required to work on the following work 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 rate computed at half ordinary rates for the time he is so employed:

All repair work inside used boilers, smoke boxes, uptakes, funnels and between any boiler and its brickwork. For the purposes of this provision work inside a used boiler shall be deemed to include work inside a used batch or continuous digester.

All repair work inside precipitators and precipitator ducting which results in the worker experiencing unusual discomfort through coming into contact with salt cake and/or carbon.

All repair work inside the creosote cylinder or inside either of the two underground creosote storage tanks which results in the worker experiencing unusual discomfort through coming into contact with creosote fumes and/or creosote in a confined space.

Repair work inside the sawmill flotation tanks or on the waste belt to the cross waste chain on the ground floor of the flotation house or inside the hydraulic debarker immediately after a breakdown, or inside the No. 1 Chip screen which is located in the No. 1 Pulp Mill log end, or working on the No. 3 Pulp Mill log end lower ground floor immediately under the hydraulic barker while the plant is running or immediately after it has been shut down and which results in the worker experiencing unusual discomfort.

All repair work done on lime kilns, conveyors and hoppers and plant within the causticising area which results in the worker experiencing unusual discomfort through coming into contact with lime dust.

The removal of used evaporator tubes.

Work performed at the back of the No. 1 and No. 2 Paper Machines on the gear-train and bearings which results in the worker experiencing unusual discomfort.

Repair work inside the chlorine dioxide reactors or inside sodium hypochlorite tanks or inside caustic tanks or inside the vat of the chlorine washer or inside the vat of the chlorine dioxide washer or inside the No. 2 bleach plant diffusion washers or inside chemical storage tanks in the tank farm which is adjacent to the Chlorate/S.V.P. Plant or inside the No. 2 Pulp Mill brown stock diffusion washer whilst the No. 2 continuous digester is operating and which results in a worker experiencing unusual discomfort.

Where a worker suffers unusual discomfort while working in a cramped position under the existing low structure of the Sawmill long log hauls in order to carry out repair work on the return run of the chain or runners.

All repair work at Pond 19 which results in a worker experiencing unusual discomfort through coming into contact with foam and/or residue dust therefrom.

- (v) A worker shall not be entitled to receive payment under both paragraphs (ii) and (iv) of this subclause at the one time. If both provisions are applicable to the conditions under which the worker is employed he shall be paid the higher rate of the two.
 - (vi) In addition to the foregoing allowances a rate of 9.7 cents per hour shall be payable to workers employed at Kineleith in full satisfaction and discharge of all other special allowances previously payable for dirty work, confined space, height, or in respect of any other conditions whatsoever pertaining in the industry.
 - (vii) No claim under paragraphs (i), (ii), (iii), and (iv) of this subclause or under subclauses (m), (n), and (o) hereof 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.
- (i) Leading Hands:
- (i) Where a worker has been specially directed by an employer to take charge of four or more workers, he shall be paid 7.5 cents per hour extra, or
 - (ii) Where a worker has been specially directed by an employer to take charge of any job and has under his control not less than two tradesmen, such

worker shall be paid 14.5 cents per hour extra provided that the job shall extend for one day or more.

(j) Computation of Overtime Rates — All payments provided for in this clause except those in paragraphs (i), (ii), (iii), and (iv) of subclause (h) hereof and in subclause (m), (n), and (o) hereof shall be taken into account when computing overtime.

(k) Service allowances provided for in subclause (g) hereof shall be taken into account when computing the additional payments provided for in paragraphs (ii), (iii), and (iv) of subclause (h) hereof.

(l) Where a worker is required to change from day work to shift work or vice versa in any week, he shall receive not less than the full weekly wage for ordinary time worked on either shift work or day work as the case may be for the period Monday to Friday inclusive. In lieu of the above entitlement a worker transferring from day work to shift work may elect to receive overtime rates for the first shift.

(m) While using portable grinding equipment a tradesman's mate shall be paid 6.5 cents per hour extra but this entitlement shall not be cumulative with the provisions of clause 7 (h) (i).

(n) Any worker required to carry out repair work at a height above 150 feet on or inside the No. 2 continuous digester shall be paid 41.2 cents per hour extra while so employed.

(o) Workers experiencing unusually dirty conditions while employed carrying out repair work immediately following fire damage shall be paid 9.6 cents per hour extra while the condition persists with a minimum payment as for four hours.

TOOL ALLOWANCE

8. A tradesman toolmaker, patternmaker, millwright, fitter, turner, or first-class machinist required to provide his own tools (except drills, taps, hacksaw blades and files) shall supply such tools and shall be paid 4.7 cents per hour tool allowance. To qualify for this allowance a worker shall have such tools as are deemed necessary by mutual agreement between the union and the employer. An employer shall compensate a worker for tools lost by fire on the employer's premises.

The allowance provided for in this clause shall not be payable if an employer provides all the tools required.

TERMS OF EMPLOYMENT

9. (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, provided that workers who agree to accept payment of wages into a bank account or by cheque shall be paid not later than Wednesday 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

10. (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, New Zealand Day, 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. 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 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 (s) of the Factories Act 1946, as amended by section 6 of the Factories Amendment Act 1956.

(d) Except in the case of Anzac Day and New Zealand Day when they fall on a Saturday or a Sunday, where a rostered day off falls on a statutory holiday the worker concerned shall be entitled in payment for any such statutory holiday.

(e) Except as provided in subclauses (f) and (g) hereof annual holidays shall be granted in accordance with the provisions of the Annual Holidays Amendment Act 1974.

(f) A worker who has worked on shift for a complete year shall be allowed an additional week of annual holidays, paid for on the same terms as provided in subclause (e) of this clause. The additional week may be allowed either in conjunction with or separately from his holiday entitlement in terms of subclause (e) hereof as the employer may decide and as far as practicable to meet the wishes of the worker concerned and a worker who has worked on shift work 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.

(g) Whenever the employer elects to operate and for so long as he continues to operate a continuous shift roster system scheduling production over seven days of the week and including any or all of the holidays specified in subclause (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 26th days of December.

Any shift worker who has worked under the roster and in the course of which he has worked his normal rostered hours on any or all of the aforesaid recognised holidays shall be entitled to one additional day of annual holiday for each recognised holiday so worked subject to the following conditions:

(i) Any additional annual leave accruing in terms of this subclause shall be accumulated and taken at such time as the employer may decide and as far as practicable to meet the wishes of the worker concerned.

(ii) Payment for such additional holidays shall be at ordinary rates of pay.

Whenever the employer operates a continuous day roster system pursuant to subclause 2 (1) (a) which schedules maintenance over seven days of the week including any or all of the holidays specified in subclause (a) hereof then any day worker who has worked under such a day roster shall also be entitled to an additional annual holiday entitlement on the same basis as is provided for shift workers in this subclause; 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 26th days of December.

(h) (1) Subject to the provisions of subclause (2), (3), and (4) hereof a worker shall be entitled to special holidays in accordance with the undermentioned provisions upon completion by him on or after the date of the coming into force of this agreement of the next and each succeeding period of continuous employment with the same employer which is specified therein:

- (i) One special holiday of one week after the completion of 10 years and before the completion of 15 years of continuous employment with the same employer.
 - (ii) One special holiday of one week after the completion of 15 years and before the completion of 20 years of continuous employment with the same employer.
 - (iii) One special holiday of two weeks after the completion of 20 years and before the completion of 25 years of continuous employment with the same employer.
 - (iv) One special holiday of two weeks after the completion of 25 years and before the completion of 30 years of continuous employment with the same employer.
 - (v) One special holiday of three weeks after the completion of 30 years and before the completion of 40 years of continuous employment with the same employer.
 - (vi) One special holiday of five weeks after the completion of 40 years of continuous employment with the same employer.
- (2) (i) Should a worker have become entitled to any special holiday prior to the date of the coming into force of this agreement and should such holiday not have been taken by him as at that date he shall retain entitlement to such special holiday.
- (ii) Should a worker have completed ten years of continuous employment with the same employer but not fifteen years prior to the date of coming into force of this agreement he shall be entitled forthwith to the one week of special holiday which is provided for in paragraph (i) of subclause (1) hereof but he may elect if he so wishes to defer that entitlement and accumulate it with the further one week of special leave which is provided for in paragraph (ii) of subclause (1) hereof.
- (iii) Should a worker have completed twenty years of continuous employment with the same employer but not twenty five years prior to the date of coming into force of this agreement he shall be entitled forthwith to the two weeks of special holidays which are provided for in paragraph (iii) of subclause (1) hereof.
- (iv) Should a worker have completed thirty years of continuous employment with the same employer but not thirty five years prior to the date of coming into force of this agreement he shall be entitled forthwith to the three weeks of special holidays which are provided for in paragraph (v) of subclause (1) hereof.
- (3) All such special holidays provided for in this subclause shall be paid for on the same terms as provided for in subclause (e) of this clause 10 provided that these special holidays may be allowed either in conjunction with or separately from other holiday entitlements pursuant to this clause as the employer may decide and as far as practicable to meet the wishes of the worker concerned.
- (4) If a worker having become entitled to a special holiday leaves his employment before such holiday has been taken he shall be paid in lieu thereof.

ACCIDENTS

11. (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

12. (a) It shall be the duty of the employer to provide lockers or other suitable accommodation wherein employees 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.

(b) Where practicable proper shelter shall be provided to protect workers from cold winds or wet weather. Where provision of such shelter is impracticable waterproof hats and coats shall be provided where necessary to enable urgent repair or breakdown work to be carried out. A worker instructed to carry out such urgent work in the rain without shelter necessitating the wearing of waterproof clothing which is not fully effective because of his working position or because of the adverse weather condition shall be paid a rate of one-third of his ordinary hourly rate of pay extra for the time he is so required to work, provided that when computing the value of such extra payment any part hour which is worked under the prescribed work conditions during each hour running from the time the said work conditions commence until the repair or breakdown work is finished shall be paid for as if the full hour had been so worked.

(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 appliance will be used unless connected to a transformer.

(d) Suitable screens shall be supplied for electric welding machines and shall be used by operators wherever it is not impracticable to do so.

(e) Protective glasses shall be supplied in accordance with the Factories Act. Provision shall be made for sterilising in a formalin box, or by other means, of gloves, goggles, or helmets.

(f) A rest interval of not less than ten 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.

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

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

(i) No worker shall be required to work on live steam pipe lines or on moving machinery where he is beyond easy calling distance of some other person who may or may not be subject to this agreement.

(j) When welding or gas cutting of galvanised material is being done, provisions shall be made for the removal of objectionable fumes, and one pint of milk shall be provided each morning and/or afternoon.

(k) Workers employed on gas or electric welding and cutting shall be provided with goggles or helmets, and gauntlets or gloves and when engaged on overhead work, leather aprons and full sleeve length jerkins shall be available.

(l) (i) Workers shall be supplied, on request, with two suits of overalls to be replaced when worn out. Adequate protective clothing or equipment shall be provided by the employer and used by the worker whenever the use of such clothing or equipment is necessary.

(ii) Upon request, and where considered appropriate by the employer, a work suit comprising a light weight shirt and light weight trousers may be substituted for each suit of overalls.

(m) (i) Each worker covered by this agreement shall be supplied on request with one pair of leather steel-capped working boots or shoes. Replacement shall be upon production of such footwear when worn out with a maximum issue of two pairs per annum.

(ii) Should the worker's employment terminate before he has completed 12 months' service with the employer, he shall retain his issue of leather footwear but shall refund to the employer one twelfth of the initial cost of the last issue of footwear for each completed month by which his length of employment falls short of 12 months.

(iii) A worker required to work in places where gumboots are necessary, shall be issued with one pair of an appropriate type on a loan basis. The footwear so issued shall be returned when no longer required, failing which the worker shall be liable to refund an amount equivalent to the residual value thereof.

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

(o) No worker shall be required to enter any furnace or chamber while the boiler is under steam pressure, nor shall any worker be required to enter any boiler connected by steam-pipe to another boiler, if such second boiler is under steam pressure unless the communicating valve between the two boilers is securely closed and locked.

(p) 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.

(q) Where arrangements are specifically made between the employer and a worker (other than a worker covered by subclause (r) hereof) for the worker to stand-by outside of his normal hours of work so that he can be called for immediate duty if required he shall be paid for the time he is required to so stand-by at the following rates:

(i) For standing by on other than Saturdays, Sundays, and award holidays; Payment at one third of his ordinary rate;

(ii) or standing by on Saturdays, Sundays, and Award holidays: Payment at one half of his ordinary rate;

Provided that such stand-by payment shall cease when the worker is actually called for duty.

(r) On-call Work – (i) A crane driver or a rigger or a tradesman's mate who is required to carry out on-call duties shall be paid in addition to his ordinary wage the sum of 3 dollars 13 cents for each day Monday to Friday in respect of which he is required to remain on-call for the purpose of attending emergency work calls.

(ii) Any such worker who is required to remain on-call on Saturdays and Sundays for the purpose of attending to emergency calls shall be paid an allowance of one third ordinary rates extra for each hour of the 24 hour period he is on-call provided that this allowance shall not be paid during any period when he is actually called for duty.

(iii) For the purpose of this clause a day shall be deemed to run from 8 a.m. to 8 a.m. on the following day and the "on-call" period shall be those hours when no crane driver or rigger or tradesman's mate as the case may be, is on duty.

(iv) For award holidays such a worker shall receive in lieu of the payment provided in subclause (i) or (ii) hereof, one half ordinary rate extra for each hour of the 24 hour period he is on-call.

(v) The provisions of clause 3 (1) (c) and 3 (2) (b) shall apply to work actually performed on an on-call day in addition to payments due under this clause.

(s) The Company undertakes to continue to operate the existing Company Sick Benefit Scheme for workers covered by this agreement.

(t) Whenever a salaries foreman normally in charge of an operation is absent for more than four hours on any one day and the responsibility is not taken over by another salaried foreman then any leading hand who is directed to accept full responsibility in the absence of that salaried foreman shall receive a higher duties allowance of 3 dollars 13 cents for each day he is required to so act.

(u) Each worker who is issued with a personal issue of overalls by the employer shall be entitled to have one pair laundered by the employer each week provided that the employer may at his option elect to issue in lieu of a personal issue one pair of clean overalls each week on a loan basis upon the return of a soiled pair and in which event the employer may require the worker to return any personal overall issue previously made. This entitlement shall become effective as soon as practicable after the coming into force of this agreement.

(v) Sufficient tea, milk, and sugar shall be supplied free of charge by the employer at meal breaks and at rest intervals, provided that the employer may elect in particular circumstances to pay to each worker 24.5 cents per week in lieu of such entitlement.

(w) (i) While a worker is required to wear a gas mask he shall be paid an allowance of 5.1 cents per hour extra.

(ii) Where a worker is required to use a full face positive pressure air-sourced respirator he shall be paid an allowance of 6.3 cents per hour whilst wearing the respirator.

(iii) While a worker is required to wear self-contained breathing equipment, i.e., mask and air bottle he shall be paid half ordinary rates extra.

(x) The employer undertakes to have prior discussions with the union regarding any intended transfers and/or terminations of employment which arise because of redundancy.

PAID SICK LEAVE

13. (a) After three months continuous service with the employer a worker who is prevented from engaging in his employment by reason of sickness or accident (but excluding any incapacity for such period as earnings related compensation in respect of it is payable in terms of the Accident Compensation Act 1972) shall, subject to the accumulation provisions of subclause (g) hereof and to the other provisions hereinafter in this clause provided, be entitled in the next nine months of his service to paid sick leave of up to ten days and in each subsequent year of service to paid sick leave of up to ten days calculated in each instance at the rate of his ordinary pay, reduced by the amount of any other payment to which the worker would be entitled in respect of such incapacity.

(b) Sick pay shall not be paid in respect of any statutory or award holiday for which the worker is entitled to his ordinary 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) The employer may require a claim for sick pay to be supported by a medical certificate.

(e) It shall be obligatory on the worker to ensure notice is given to the employer on the first day of absence due to illness.

(f) The employer shall 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.

(g) A worker's sick leave entitlement shall commence to accrue either from the date of making of this agreement or from the date of completion of his first three months of continuous employment with the employer, whichever is the later, and shall be assessed proportionately at the rate of ten days per annum for the period up to the next succeeding anniversary of the day on which he commenced his employment with the employer and thereafter at the rate of ten days for each succeeding year of service. Sick leave entitlements which remain unused at the end of each year of service shall be carried forward to the next year of service provided that at no time shall the accumulated entitlement so carried forward exceed fifty days.

(h) A worker who becomes incapacitated as a result of illness or injury while on annual leave, may, if such incapacity extends over a period of not less than five

consecutive calendar days within the annual leave period, elect to have the days so involved debited against his sick leave entitlement and not against his annual leave entitlement to the extent that this may be possible having regard to his accumulated sick leave entitlement provided that:

- (a) The worker produced a medical certificate to the effect that he would have been unable to work during the said period.
- (b) The worker returns to duty immediately following the expiry of the original annual leave period or the day of expiry of the certified sick leave whichever is the later.
- (c) The number of annual leave days so replaced by sick leave days be taken at a mutually acceptable time subsequent to his return to duty and be paid for as if it were a period of sick leave.

TRANSPORT

14. In recognition of the limitations of transport facilities to and from the worksites of the employer which are located at Penrose, Otahuhu, Kinleith, Tokoroa, Maraetai, Pinedale, Whakatane and Matura insofar as public or alternative transport is not available in certain instances and there is incomplete coverage of public transport in other instances and having regard to the spread of working hours generally required of workers employed at these sites up to and including coverage over twenty four hours of the day and seven days of the week the following provisions shall apply:

- (a) Except as hereinafter provided in this clause the employer shall make a contribution to each worker so employed towards the cost of his work transport at a flat rate of 55.6 cents for each occasion of his work attendance provided that this contribution shall be 27.8 cents in respect of any particular occasion when the employer elects to supply transport one way only either to or from the work site as the case may be.
- (b) The payment shall not be applicable in the event that transport facilities are made available by the employer to cover a worker's transport to and from work.
- (c) The payment shall not be applicable where the worker resides in either a Company house or other Company accommodation on or adjacent to the work site where he is employed.
- (d) A worker shall not be entitled to more than one payment in terms of this clause for attendance at work on any one day and he shall only be entitled to one payment in respect of a particular work attendance notwithstanding that such attendance may span more than one calendar day.
- (e) Transport provisions for call-outs shall continue as a separate entitlement in accordance with established practice.

DISPUTES

15. 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 of 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 fourteen days after such decision has been made known to the party desirous of appealing.

RIGHT OF ENTRY

16. The secretary or other authorised representative 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

17. (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 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 this 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 this agreement.

(d) The 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 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

18. (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 and Agreements 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 or agreement by which such wage is fixed.

19. This agreement shall prevail over any other agreement or award made and registered pursuant to the Industrial Relations Act 1973.

TERM OF AGREEMENT

20. This agreement insofar as the provisions relating to the aforesaid rates of remuneration and other monetary payments are concerned shall come into force on the 1st day of September 1974 and insofar as all other provisions are concerned it shall come into force on the 5th day of September 1974 and shall continue in force until the 5th day of September 1975.

The rates of remuneration which are to apply from the 1st July 1974 until the 31st August 1974 shall be those rates of remuneration payable on the 1st July pursuant to the N.Z. Forest Products Limited, Kinleith Factory Engineers Industrial Agreement dated 30th day of April 1973 (namely those rates of remuneration specified therein as increased by the 8.5% Wage Adjustment Order of 11th August 1973, the 2.7% Wage Adjustment Order of 11th February 1974 and the 9% General Wage Adjustment of 1st July 1974) increased by an amount equivalent to 2.064 per centum thereof.

In witness whereof the parties hereto have executed these presents this 14th day of November 1974.

For and on behalf of the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers:

J. J. Crummey, Secretary.

For and on behalf of N.Z. Forest Products Limited:

T. N. Hetherington, Personnel and Industrial Relations Manager.

MEMORANDUM

Associated with the submission of this voluntary settlement was an application pursuant to regulation 7 of the Wage Adjustment Regulations 1974. This application is sustained and the document registered accordingly.

(L.S.)

G. O. Whatnall, President.