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**N.Z. Forest Products Limited,
Whakatane Board Mills Limited,
Hutt Timber and Hardware Co. Ltd.
(Tokoroa Branch), and N.Z. Paper
Mills Limited Electrical Workers—
Collective Agreement (Voluntary)**

Dated 19/12/74

NOTE: See clause 22 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; Whakatane Board Mills Limited; Hutt Timber and Hardware Company Limited (Tokoroa branch); and New Zealand Paper Mills Limited, Maitua, Electrical Workers Dispute of Interest between the New Zealand (except Canterbury, Marlborough, Nelson and Westland) Electrical Workers Industrial Association of Workers and New Zealand Forest Products Limited; Whakatane Board Mills Limited; Hutt Timber and Hardware Company Limited (Tokoroa Branch) and New Zealand Paper Mills, Ltd, Maitua.

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, WHAKATANE BOARD MILLS LIMITED,
HUTT TIMBER HARDWARE CO. LTD (TOKOROA BRANCH) AND NEW
ZEALAND PAPER MILLS LIMITED ELECTRICAL
WORKERS – 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 the N.Z. Forest Products Limited, Whakatane Board Mills Limited, Hutt Timber & Hardware Co. Ltd (Tokoroa Branch) and New Zealand Paper Mills Limited Electrical Workers dispute of interest between the New Zealand (except Canterbury, Marlborough, Nelson and Westland) Electrical Workers Industrial Association of Workers (hereinafter referred to as the "Union") of the one part and N.Z. Forest Products Limited, Whakatane Board Mills Limited, Hutt Timber & Hardware Co. Ltd (Tokoroa Branch) and New Zealand Paper Mills 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 8th day of November 1974.

For New Zealand (except Canterbury, Marlborough, Nelson and Westland) Electrical Workers Industrial Association of Workers:

J. F. Taylor, Secretary.

For N.Z. Forest Products Limited, Whakatane Board Mills Limited, Hutt Timber & Hardware Co. Ltd (Tokoroa Branch) and New Zealand Paper Mills Limited:

T. N. Hetherington, Personnel & I. R. Manager.

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. (a) This agreement shall apply to electrical workers employed in the wood pulp, paper and wallboard manufacturing, sawmilling and ancillary activities of N.Z. Forest Products Limited at Penrose and Kinleith and of Whakatane Board Mills Limited at Whakatane, of Hutt Timber & Hardware Co. Ltd at Tokoroa and of New Zealand Paper Mills Limited at Matura: Provided that nothing herein shall apply to:

- (i) Foremen whose duties are substantially overseeing not manual;
- (ii) Salaried leading shift electricians when employed by whakatane Board Mills Limited pursuant to a separate written agreement between the employer and the union.

(b) "Electrical work" shall mean and include the construction, erection, installation, maintenance, repairing, and testing of all electrical appliances as follows: electric generators, motors, controllers, switchboards, transformers, lifts, industrial electronic equipment, boosters, storage batteries for stationary use, fire-alarms, telephones, radiators, stoves, hot water heaters, signs, power points, electrical wiring of all installations, the preparation and installation of conduit and wood casing, armature-winding, magneto-repairing, automatic relay and control equipment and all other work requiring a practical knowledge of electricity.

(c) Nothing herein contained shall apply to the construction, erection or repairing of the mechanical portion of any of the abovementioned appliances or machinery by a tradesman employed under any of the Metal Trades Employees Awards or Industrial Agreements or to an automotive electrician as defined in any Award applying to motor mechanics.

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 7.30 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 which shall be deemed to commence midnight Sunday/Monday or at midnight on such other day as the employer and the union may agree in writing in respect of a particular roster. 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.

(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.

(d) The times of starting and ceasing work between the hours specified in subclause (a) hereof shall be mutually arranged in each establishment.

(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 discussion 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 rate, 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.

(d) A shift sequence shall be deemed to finish at the conclusion of the regular days off.

(e) Change from Rostered Day Work to Shift Work – A rostered day worker who commences a rostered sequence of day work during the course of which he is required to change to a rostered sequence of shift work under which his first rostered days off commence on a later date than would have been the case for his next rostered days off under the day roster sequence, shall be paid on the undermentioned basis for time worked by him on those rostered work days in the shift work sequence which would have been his next rostered days off under the day roster sequence:

(i) For time so worked he shall be paid the overtime rates prescribed in clause 3 (2) (a) hereof.

(ii) Such payments shall be in substitution for the amount which would otherwise be payable to the worker in respect of such time worked.

(f) Change from Day Work to Shift Work and Vice Versa – 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.

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 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 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 ordinary working time (as prescribed in Clause 2 subclause 1 (a)) 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 ordinary working time (as prescribed in clause 2 subclause 1 (a)) occurring during such absence.

Where extended overtime worked by a worker on a day preceding a non-working day results in there 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 such 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 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. When such call back extends for six or more hours continuously up to the normal time of commencing his ordinary work double time shall be paid until the worker is released. For the purpose of these minimum payments more than one call completed within two consecutive hours shall be deemed to be one call.

(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 award holiday he shall be provided with a suitable meal at the end of the first 4½ hours. If not provided with a suitable meal on any occasion the worker shall be entitled to a meal allowance of 1 dollar 25 cents; provided that 10.0 cents additional shall be paid to workers required to purchase their meals on Sundays and statutory holidays.

(e) On the first occasion of any "off day" on which a worker is required to present himself for work he shall be paid a minimum of three hours at the appropriate rate.

This subclause shall not be cumulative with subclause (c) of this clause.

(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 any such time worked after noon on a Saturday or on a Sunday shall be paid for at the rate of double time: and provided further that a shift worker who is required to work overtime after the completion of his normal shift, other than a substitute for another shift worker, shall be regarded as a day worker for the purpose of assessing overtime entitlement.

(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. When such call back extends for six or more hours continuously up to the normal time of commencing his ordinary work double time shall be paid until the worker is released. For the purpose of these minimum payments more than one call completed within two consecutive hours shall be deemed to be one call.

(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 suitable meal on any occasion the worker shall be entitled to a meal allowance of 1 dollar 25 cents; provided that 10.0 cents additional shall be paid to workers required to purchase their meals on Sundays and statutory holidays.

(d) On the first occasion of any "off day" on which a worker is required to present himself for work he shall be paid a minimum of three hours at the appropriate rate. This subclause shall not be cumulative with subclause (b) of this clause.

(e) 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 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 ordinary working time (as prescribed in clause 2 subclause 2 (b)) occurring during such absence.

It, 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 ordinary working time (as prescribed in clause 2 subclause 2 (b)) occurring during such absence.

(3) If on the instructions of the employer a worker uses his own motor vehicle to travel to and from his work place when called out in terms of subclause 1 (c) or 2 (b) hereof, he shall be paid 15.0 cents per mile for the distance so travelled.

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 rate for the first three

hours and double ordinary rate 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 or 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 provisions 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 shall apply:

	Per Week \$ c	Equivalent Rate Per Hour (cents)
(i) An electrician who has obtained registration as an Electrical Technician and/or who holds his New Zealand Cert. of Engineering (Electrical) qualification.		
Day worker	97.32	243.3
Shift worker	98.68	246.7
(ii) An electrician who has completed an apprenticeship in the electrical industry and who has obtained his trade certificate in electrical theory and practice (or equivalent examination acceptable to the Electricians Registration Board):		
Day worker	91.76	229.4
Shift worker	93.12	232.8
(iii) An electrical journeyman holding a restricted licence and an electrical improver:		
Day worker	88.88	222.2
Shift worker	90.24	225.6

(b) An electrician who has obtained his registration under the Electricians Act 1952 and who holds the Electricians Advanced Trade Certificate shall be paid 11.2

cents per hour extra in addition to the rate provided for in subclause a (ii) hereof and further 5.6 cents per hour if he holds an Additional Trade Certificate.

(c) An electrician who has obtained his registration as an electrical technician and/or who holds his New Zealand Certificate of Engineering (Electrical) qualification and who holds an additional advanced Trade Certificate shall be paid 5.6 cents per hour extra.

(d) 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 cents per hour making 5.0 cents an hour in all.
- (iv) For service exceeding four years a further 1.0 cents per hour making 6.0 cents an hour in all.
- (v) For service exceeding five years a further 1.0 cents 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. For the purposes of this subclause N.Z. Forest Products Limited, Whakatane Board Mills Limited, Hutt Timber & Hardware Co. Ltd (Tokoroa Branch) and New Zealand Paper Mills Limited shall be deemed to be the same employer.
- (xiv) Approved leave of absence will not debar any worker from the benefits of this subclause.

(e) Special Payments — (i) Any worker while employed on oxy-acetylene or electric welding or cutting, except for spot or butt-welding machines shall be paid 5.9 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 necessitate 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) 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.

Kinleith, Penrose, Whakatane and Mataura.

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.

Kinleith

All repair work inside precipitators and precipitator ducting.

All repair work in electrical equipment associated with 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.

All repair work on electrical equipment on the sawmill drying kiln fan flat which results in the worker experiencing unusual discomfort.

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

All repair work on electrical equipment 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.

Penrose

All repair work inside coal hoppers.

Mataura

All repair work inside the hood of No. 2 Paper Machine under operating conditions which results in the worker encountering extreme conditions causing unusual discomfort.

(iv) Where a working platform cannot be provided and a worker is required to stand on overhead pipes or cable trays in order to pull cables, he shall be paid an additional payment of 32 cents per hour for the time he is so employed.

(v) Any worker required to carry out repair work on fans and canopies above the No. 1 and No. 2 hardboard presses at Penrose and where the same adverse conditions due to resinous deposits are encountered and the No. 1 and No. 2 hardboard presses and ancillary equipment shall be paid, in addition to the rate of wages to which is entitled for the time at which the work is performed, a special rate computed at half ordinary rates for time he is so employed.

(vi) A worker shall not be entitled to receive payment under more than one of provisions of paragraphs (ii), (iii) and (iv) at the one time, and if more than one of these provisions are applicable to the conditions under which the worker is employed he shall be paid the higher or highest rate as the case may be.

(vii) In addition to the foregoing allowance a rate of 6.4 cents per hour shall be payable to workers employed at Penrose, 7.2 cents per hour to workers employed at Whakatane and Mataura, 9.7 cents per hour to workers employed at Kinleith in full satisfaction and discharge of all other special allowances previously payable for dirty work, confined space, height, gas masks, or in respect of any other condition whatsoever pertaining in the industry.

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

(ix) 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, but this allowance shall not be cumulative with any other payment to which the worker may become entitled under paragraph (iii) or paragraph (v) hereof.

(x) No claim under paragraphs (i) (ii) (iii) (iv) (v) (viii) and (ix) of this subclause 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.

(f) **Leading Hands** – 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.

(g) **Computation of overtime rates** – All payments provided for in this clause, except those in paragraphs (i) (ii) (iii) (vi) and (vii) of subclause (e) hereof and in subclause (i) hereof, shall be taken into account when computing overtime payments.

(h) **Service allowances** provided for in subclause (d) hereof shall be taken into account when computing the additional payments provided for in paragraphs (ii) and (iii) of subclause (e) hereof.

(i) Whenever a salaried 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.

(j) **Registered Electricians** employed under the terms of this agreement and who qualify shall be paid 2 dollars per week extra for the qualifications etc. detailed in clause 4 of the Northern, Taranaki, Wellington, Otago and Southland Electrical Workers Award dated 27th February 1973.

TOOLS

8. (a) An electrician required to provide his own tools 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. Other necessary tools and equipment shall be made available by the employer as and when required. The allowance provided for in this subclause shall not be payable if an employer provides all the tools required.

(b) Workers shall sign for any tools served to them, if requested by the employer, and shall return such tools in good order, subject to fair wear and tear. Suitable facilities shall be provided by the employer for safely storing tools.

(c) If a worker is required to supply his own tools the employer shall compensate him to the full extent of any damage to or loss of the tools caused by fire on the job, and if between the time when work ceases for the day and the time work is resumed on the job on the next or subsequent day, damage to tools or loss of the tools is caused by fire or burglary, the employer shall compensate the worker to the full extent of his loss provided that the tools have been stored by the worker in the place and in the manner directed by the employer or his representative.

(d) The employer shall be responsible for safeguarding a worker's and employer's tools when the worker has to break off through sickness or accident to himself or family.

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 the 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) For the first two weeks of employment eight hours notice of termination of employment shall be given on either side and after the first two weeks of employment one weeks 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.

Except when a worker is dismissed summarily for misconduct, where the employment is terminated by either party without giving the requisite notice eight hours ordinary wages in the case of hourly workers and one weeks ordinary wages in the case of weekly workers shall be paid or forfeited, as the case may be, by the defaulting party.

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 (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 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 to 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 (d) 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 maintenance 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 the 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 subclauses (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 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.

(e) Instruction charts on procedure for action in cases of electrocution shall be displayed in all switchrooms and the employer shall ensure that workers are given adequate instruction in such procedure every six months.

(f) Workers covered by this agreement shall be given six monthly training in resuscitation and in removal of persons from live line contact.

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 thymite 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 for use with portable electrical appliances in conformity with the N.Z. Wiring Regulations 1961.

(d) A worker shall not be required to carry out the following work without an assistant competent to carry out emergency measures: Maintenance work on lifts, gantry cranes, work on moving machinery, work on ladders, etc., where danger of slipping exists or work which involves the risk of electrocution.

(e) Safety spectacles shall be issued on a personal basis on the request of registered electrical journeymen who need such protection in the course of their duty. There shall be an obligation upon workers to use the protection so afforded. Fair wear and tear expected, workers shall be responsible for the replacement of spectacles lost or damaged through carelessness.

(f) (i) 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.

(ii) 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 to pay to each worker 24.5 cents per week in lieu of such entitlement.

(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) (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.

(j) Water proof coats and hats shall be provided where 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 gumboots) which when supplied shall be provided as a personal issue to the worker concerned.

(k) 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 steampipe to another boiler if such second boiler is under steam pressure unless the communicating valve between the two boilers is securely closed and locked.

(l) The union will be granted authority by the employer to have a paid stop work meeting of two hours each quarter on a date and time mutually agreed to. Such meetings are not to interfere with essential production. In special circumstances the employer is prepared to consider requests for additional stop work meetings without pay.

(m) Repairs shall not be done in lift shafts or other dangerous places of a similar nature when the same are in ordinary use.

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

(o) All ladders shall be supplied with suitable non-skid footing attachment and a permanent tie-rope of not less than 6 ft in length.

(p) Workers shall be supplied, on request, with two suits of overalls to be replaced when worn out. 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.

(q) No worker shall be required to carry material, equipment, or tools of a weight in excess of 25 lbs. to or from the place where a job is to be performed.

(r) Penrose and Kingleith - Except in the case of urgent or breakdown work overtime shall not be worked on the night of the union's regular quarterly meeting.

Whakatane - The employer shall make every endeavour except for essential maintenance work, to avoid working overtime on any union meeting nights.

(s) (i) When required to work with epoxy resin, workers shall be supplied with suitable protection such as barrier cream or gloves and with a loan issue of overalls.

(ii) Any worker required to attend to batteries shall be supplied where necessary with overalls, boots, rubber gloves and rubber aprons.

(t) Where arrangements are specifically made between the employer and a worker (other than a worker covered by clause 13 hereof) for the worker to stand by for a particular work assignment 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) For 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.

(u) Workers whose actual place of employment is at Whakatane and who are required to work at Matahina shall be conveyed to and from Matahina by the employer free of charge. Time occupied in travelling shall be paid for at ordinary rates of pay and suitable board and lodging shall be supplied if the worker is required to remain in Matahina overnight.

(v) No worker shall be permitted to use an explosive tool such as a bolt pistol unless he holds the appropriate certificate issued in accordance with Regulations pursuant to the Construction Act 1959.

(w) Each maintenance worker shall be supplied with two towels to be replaced when worn out with a maximum issue of two towels per annum.

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

(y) The employer shall be responsible to ensure that a worker required to work on a paper or board machine room crane in circumstances where he encounters extreme conditions causing undue discomfort is given an adequate spell on other work at reasonable intervals.

(z) 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.

ON-CALL WORK

13. (a) A worker who is required to carry out on-call duties shall be paid in addition to his ordinary wages the sum of 3 dollars 13 cents for each day in respect of which he is required to remain on-call for the purpose of attending to emergency work calls.

(b) 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 electricians are on duty.

(c) For award holidays a worker shall receive in lieu of the payment provided in subclause (a) hereof one third ordinary rate extra for each hour of the 24 hour period he is on call.

(d) The provisors 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.

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 Mataura 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.

PAID SICK LEAVE

15. (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 he paid for as if it were a period of sick leave.

DISPUTES

16. The essence of this agreement being that the work of the 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 Conciliator of 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 fourteen days after such decision has been made known to the party desirous of appealing.

RIGHT OF ENTRY

17. The Secretary or other authorised representative of the union shall, with the consent of the employer (which consent shall not be reasonably 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

18. (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.

(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.

(f) The employer shall, on the written request of the branch secretary of the union, at not shorter intervals than three months, supply the names of all employees at such time employed within the scope of this agreement.

UNDER-RATE WORKERS

19. (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 and Agreements 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.

REDUNDANCY

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

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

TERM OF AGREEMENT

22. 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 1974 pursuant to the N.Z. Forest Products Limited, Whakatane Board Mills Limited and Hutt Timber & Hardware Co. Ltd (Tokoroa Branch) Electrical Workers Industrial Agreement dated 20th day of March 1973 and New Zealand Paper Mills Limited (Mataura) Electrical Workers Industrial Agreement dated 20th day of March 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 8th day of November 1974.

For and on behalf of the New Zealand (except Canterbury, Marlborough, Nelson and Westland) Electrical Workers Industrial Association of Workers:

J. F. Taylor, Secretary.

For and on behalf of N.Z. Forest Products Limited, Whakatane Board Mills Limited, Hutt Timber & Hardware Co. Limited (Tokoroa Branch) and New Zealand Paper Mills 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.

G. O. Whatnall, President.