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**N.Z. Forest Products Limited and  
Whakatane Board Mills Ltd., Painters  
and Decorators—Collective Agreement  
(Voluntary)**

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**Dated 19/12/74**

NOTE: See clause 19 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 and Whakatane Board Mills' Limited Painters and Decorators Dispute of Interest between the New Zealand Painters, Decorators, Glaziers and Signwriters Industrial Union of Workers and New Zealand Forest Products Limited, and Whakatane Board Mills 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 AND WHAKATANE  
BOARD MILLS LIMITED PAINTERS AND DECORATORS –  
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 and Whakatane Board Mills Limited Painters dispute of interest between the New Zealand Painters, Decorators, Glaziers and Signwriters Industrial Union of Workers (hereinafter referred to as the 'Union') of the one part and N.Z. Forest Products Limited and Whakatane Board 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 28th day of November 1974.

For New Zealand Painters, Decorators, Glaziers and Signwriters Industrial Union of Workers:

G. M. Hagan.

For N.Z. Forest Products Limited and Whakatane Board Mills Limited:

T. N. Hetherington.

## SCHEDULE

### INDUSTRY TO WHICH AGREEMENT APPLIES

1. (a) This agreement shall apply to painters, paperhangers, signwriters and glaziers employed on painting and decorating work in the wood pulp, paper and wallboard manufacturing, sawmilling and ancillary activities (including housing construction, maintenance and repair activities) of N.Z. Forest Products Limited at Penrose, Kinleith and Tokoroa and of Whakatane Board Mills Limited at Whakatane: Provided that nothing herein shall apply to foremen whose duties are substantially overseeing, not manual.

(b) "Painting and decorating work" means and includes the various classes of work as described in Clause 1 of the New Zealand (except Hawke's Bay and Wanganui) Painters and Decorators Award dated 29th August 1973.

### HOURS OF WORK

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

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

"Ordinary rate" means one-fortieth of the worker's weekly wages per hour.

(b) A regular time for lunch break shall be established for each department, in duration not more than one hour nor less than half an hour. When a worker is called for work during his regular meal break, the time so worked and until an interval for a meal has been allowed, shall be paid for at half rates extra.

(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) Subject to agreement between the employer and the union 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 until he has worked on shift for not less than four consecutive working days.

(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) of this agreement, and any time worked on Saturday before 12 noon shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and at the rate of double time thereafter. Time worked between 10 p.m. and 6 a.m. shall be paid for at double time. Time worked on Saturday after 12 noon or on Sunday, shall be paid for at the rate of double time.

(b) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least 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 subclause 1 (a) of clause 2 of this agreement) 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 subclause 1 (a) of clause 2 of this agreement) occurring during such absence.

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

(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 meal on any occasion the worker shall be entitled to a meal allowance of 1 dollar 25 cents.

(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.

(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 a minimum of three hours' pay at the double time rates 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.

### 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.

### WAGES

6. (a) The following rates of pay shall apply:

	Per Week \$	Equivalent Rate Per Hour (cents)
(i) Tradesmen —		
Painters, paperhangers and glaziers —		
Day Workers	88.88	222.2
Shift Workers	90.24	225.6

“Tradesman” means a worker engaged as such who has served his apprenticeship to the trade or who is capable of applying general trade experience on work covered by this agreement.

(ii) Painters other than tradesmen as defined above —

Day Workers	81.32	203.3
Shift Workers	82.68	206.7

(iii) A tradesman holding a Trade Certificate appropriate to that branch of the Painting and Decorating Trade in which he is employed issued by the New Zealand Trade Certification Board shall be paid 7.2 cents per hour extra and any tradesman holding an Advanced Trade Certificate issued by the N.Z. Trades Certification Board and which is appropriate to his ordinary work shall be paid a further 6.0 cents per hour extra making 14.4 cents per hour in all.

(b) 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 cents 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, and Whakatane Board 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.

(c) **Leading Hands** — Where a worker has been specially directed by the 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.

(d) A tradesman whilst performing signwriting duties shall be paid 3.8 cents per hour extra while so employed.

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

(f) 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.

(g) 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.

### SPECIAL PAYMENTS

7. (a) 4.5 cents per hour shall be paid to each worker as an allowance to cover the cost of overalls, sandshoes and signwriters' pencils. This additional payment shall not apply to time worked on spraygun work pursuant to subclause (e) of this clause.

(b) **Swing-stage, Bosun-chair Work and Ladder Work** — Any worker working on a bosun's chair and/or swinging stage shall be paid half ordinary rates extra while so employed.

**Height money:** Any worker working on a ladder of 35 ft or over, or employed on work on towers, steeples, or chimney stacks, shall be paid the following extra rates:

For heights exceeding 35 ft and up to and including 70 ft., 7.9 cents per hour extra.

For heights exceeding 70 ft and up to and including 105 ft., 11.2 cents per hour extra.

For heights exceeding 105 ft and up to and including 140 ft., 15.8 cents per hour extra.

For heights exceeding 140 ft and up to and including 170 ft., 20.6 cents per hour extra.

For heights exceeding 170 ft., 7.9 cents per hour extra for each 30 ft or part thereof.

(c) Dirty Work — Workers applying tar or paints with a tar or bituminous base shall be paid 6.5 cents per hour extra.

(d) Workers engaged on the painting or cleaning of roofs shall be paid 6.5 cents per hour extra.

(e) Spray-gun Work — Workers engaged on spray painting, other than in a water wash or other spray-painting booths complying with the Labour Department requirements, shall be paid 19.4 cents per hour with a minimum payment as for four hours in addition to the rate prescribed in clause 6 of this agreement. Such workers shall be supplied by the employer with suitable overalls and head coverings, which shall be thoroughly washed and cleaned at the employer's expense. If in constant use the overalls and head coverings shall be washed and cleaned at intervals of not more than one week. When in spray painting any material is used which is detrimental to health, workers engaged in such spray painting shall be provided by the employer with satisfactory respirators, which shall be maintained in an efficient condition. When spraying (otherwise than in a booth) is done within a building, workers who are in close proximity and unavoidably subject to overspray, shall be provided with masks on request.

(f) At Whakatane Board Mills Limited any worker required to work above the Boilers while under steam, inside the hood of a board machine, or on or above the machine room crane rail level, inside driers or on the Johnson screens and while doing so encounters extreme conditions causing unusual discomfort shall be paid in addition to the rates of wages to which he is entitled for the time at which the work is performed a special rate computed at ordinary time rate for the time he is so employed.

(g) Any worker called upon to perform work of an unusually dirty or offensive nature shall be paid such extra rate per hour as may be agreed upon between the employer and the union. Failing agreement, the rate shall be settled by the disputes committee constituted in accordance with the provisions of clause 14 of this agreement.

(h) Where in respect of the payments scheduled in subclause (a), (b), (c), (d) and (e) of this clause, any superior entitlement is provided for in the New Zealand (except Hawke's Bay and Wanganui) Painters and Decorators Award, then such superior entitlement shall be paid in substitution therefor.

#### TERMS OF EMPLOYMENT

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

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

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

(d) When a worker is discharged, except for wilful misconduct, at any time other than the ordinary pay day, all wages due to him shall be paid within 15 minutes of his discharge. When a worker leaves of his own accord he shall, on application, be paid within 24 hours of leaving. All waiting time beyond the prescribed time shall

be paid for at overtime rates. When a worker is discharged for wilful misconduct he shall be paid on the next regular pay day.

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

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

### HOLIDAYS

9. (a) The following are the recognised holidays under the agreement: New Year's Day and the day following, Anniversary Day or a day observed by mutual agreement in lieu thereof, 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.

(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 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 9; 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

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

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

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

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

### GENERAL PROVISIONS

11. (a) It shall be the duty of the employer to provide lockers or other suitable accommodation wherein employees may keep their clothes; good ventilation; and proper sanitary arrangements; also sufficient supply of boiling water at meal times and hot water for washing at knocking-off times, and adequate and suitable washing facilities.

(b) Proper shelter shall be provided to protect workers from cold winds or wet weather when working in the open.

(c) Where portable electric lights, electric drills, and other portable electrical equipment are in use every care shall be taken to see that they are properly insulated. Workers shall immediately report to the foreman any defect in such equipment, which shall not be used again until it has been made safe. Approved transformers shall be supplied and no electrical portable appliance shall be used unless connected to a transformer.

(d) Workers shall be allowed adequate time before ceasing work at recognised meal times and before ceasing work at the end of the day for washing and cleaning themselves.

(e) Employers shall provide all burning-off tools and all brushware except signwriters' pencils.

(f) A rest interval of not less than 10 minutes shall be allowed morning and afternoon without deduction of pay, and also after each two hours' continuous overtime, provided that the overtime is to be continued after such interval.

(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) Waterproof coats and hats shall be provided where necessary and all used clothing and equipment shall 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) 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.

(l) Outside Work (Kinleith and Tokoroa) – Outside work at Kinleith and Tokoroa shall mean work performed elsewhere than on the employer industrial site at Kinleith or elsewhere than at the employer's shop in Tokoroa as the case may be.

(i) Workers for the time being employed at Kinleith who are required to perform outside work shall be conveyed to and from such work at the expense of the employer. Time occupied in travelling to and from such work shall be allowed and paid for by the employer.

(ii) Workers for the time being attached to the employer's shop at Tokoroa and who are required to work on outside work distant more than 1½ miles from the employer's shop in Tokoroa, shall either proceed to and from such work or they shall be conveyed to and from such work at the expense of the employer as the employer may determine.

Time occupied in travelling to and from such work beyond the 1½ miles or beyond the worker's place of residence whichever is the less shall be allowed and paid for by the employer.

No worker residing less than 1½ miles from the place where the work is to be performed shall be entitled to the allowance mentioned in this subclause.

For the purpose of this subclause all distances shall be measured by the nearest convenient mode of access for foot passengers.

(m) When workers are required to work in places on the ground or on a floor at floor level where the same is constantly wet or when matter or material not normally met with is detrimental to footwear the employer shall supply galoshes or gumboots on a loan basis.

(n) (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.

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

(p) 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.

(q) Any worker appointed and acting as a Safety Supervisor under the Construction Act 1959 shall be paid 68.6 cents per day extra while so employed.

(r) 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

12. (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

13. 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

14. 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 Conciliator for the district.

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

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

#### RIGHT OF ENTRY

15. Upon request the employer shall permit the secretary or other authorised officer of the union of workers to enter at all reasonable times upon the premises or works and there interview the workers, but not so as to interfere unreasonably with the employer's business. The employer shall, upon notification by the secretary of the union, give recognition to any worker who is officially appointed delegate.

#### UNQUALIFIED PREFERENCE

16. (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

17. (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.

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

#### TERM OF AGREEMENT

19. 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 and Whakatane Board Mills Limited Painters and Decorators Industrial Agreement dated 20th day of March 1973 (namely those rates of remuneration specified therein as increased by the 8.5 percent Wage Adjustment Order of 11th August 1973, the 2.7 percent Wage Adjustment Order of 11th February 1974 and the 9 percent General Wage Adjustment of 1st July 1974) increased by an amount equivalent to 2.064 percentum thereof.

In witness whereof the parties hereto have executed these presents this 28th day of November 1974.

For and on behalf of the New Zealand Painters, Decorators, Glaziers and Signwriters Industrial Union of Workers:

G. M. Hagan, Secretary.

For and on behalf of N.Z. Forest Products Limited and Whakatane Board 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.

(L.S.)

G. O. Whatnall, President.