
CAXTON PAPER MILLS LIMITED PULP AND PAPER WORKERS—AGREEMENT
UNDER THE LABOUR DISPUTES INVESTIGATION ACT 1913

This industrial agreement made in pursuance of Labour Disputes and Investigation Act 1913, this 21st day of April 1964, between the New Zealand Federation of Woodpulp, Paper and Paper Products Workers (hereinafter referred to as "the federation") and Caxton Paper Mills Ltd., (hereinafter referred to as "the employer") witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:

That, as between the parties hereto, the terms, conditions and provisions herein contained shall be binding on the said parties, and the said terms, conditions and provisions shall be deemed to form part of this agreement; and, further, the said parties shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions and provisions respectively required to be done, observed and performed, and shall not do anything in contravention of this agreement.

SCHEDULE

Interpretation

1. This agreement shall apply to workers employed in the manufacture of wood-pulp, paper and paper products at Caxton Paper Mills Limited, Kawerau. This agreement shall not apply to foremen whose duties are substantially overseeing not manual nor shall this agreement apply to chemists or their assistants but it shall apply to adult testers of pulp and paper.

Hours of Work

2. (a) (i) The ordinary hours of work shall be 40 a week, of eight hours a day on the five days of the week Monday to Friday inclusive between the hours of 8 a.m. and 5 p.m. Except that for those workers employed under a day roster system the ordinary hours of work may be fixed by agreement between the federation and the employer.

(ii) A regular time for lunch breaks shall be established in duration of 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 shall be paid for at half

rate extra. Assignments of work during regular meal breaks will be kept to a minimum consistent with operating requirements and there will be no unreasonable refusal on the part of the workers.

(iii) A worker shall not be required to work more than 5 hours continuously without an interval for a meal.

(b) (i) The ordinary hours of work for shift workers shall not exceed five eight-hour shifts to be worked between midnight Sunday-Monday and midnight Friday-Saturday.

(ii) Each shift worker shall be afforded reasonable opportunity during the shift to partake of meals but machinery shall be kept fully working and production shall not be impeded.

(iii) Except in the case of a replacement and/or substitute for a regular shift worker who is temporarily absent due to sickness, accident or other causes a worker shall not be deemed a shift worker unless he is employed on shift work on his next three successive working days inclusive of the day of the commencement of such shift work.

(iv) In any case where a shift worker commences rostered sequence of shifts in the course of which he is required to change to another sequence he shall be paid at overtime rates for the first shift of the new sequence.

Overtime

3. (a) Time worked outside or in excess of the hours prescribed in clause (2) hereof or time worked on any rostered day off between midnight Sunday-Monday and midnight Friday-Saturday shall be paid at the rate of time-and-a-half for the first three hours in any one day and at double rates thereafter.

(b) Time worked after 12 noon on Saturday shall be paid at double rates.

(c) Time worked on Sunday shall be paid at double rates.

(d) A worker who works so much overtime between the termination of his ordinary work or shift on one day and the commencement of his ordinary shift on the next day that he has not at least eight consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time (as prescribed in clause 2) occurring during such absence.

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

Call Out

4. Any worker who has left the place of employment after having completed his day's work and is called back to work shall be paid an attendance allowance of 5s. 3d. and a minimum of two hours at the appropriate rate, provided that where a call out occurs between 10 p.m. and 6 a.m. the minimum shall be three hours.

Meal Money

5. Meal money at the rate of 5s. 3d. per meal shall be allowed workers required to work overtime beyond one hour after their usual daily time of ceasing work, and at the end of each subsequent four hours of work provided that work continues thereafter.

Provided that this provision shall not apply if a worker can reasonably get home for a meal and back within the time allowed by the employer.

Shift Allowance

6. (a) Where day, afternoon and night shifts are worked a shift allowance of 4s. per shift shall be paid to each shift worker, but the management shall have the right to fix its own allowance for the day, afternoon and night shifts respectively including his right not to pay any allowance for the day shift provided that the total for a complete cycle of three shifts amounts to 12s. When 12 hour shifts are worked the total shift allowance shall be divided between the two shifts.

(b) Where day and afternoon shifts only are worked the shift allowance shall be 2s. for the day shift and 4s. for the afternoon shift or at the discretion of the management 3s. for the day and 3s. for the afternoon.

(c) *Shifts*—An afternoon shift means a shift commencing after 12 noon and finishing at or before midnight. Night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

Holidays

7. (a) The following shall be the recognised holidays—New Year's Day and the day following, Anniversary Day or a day observed in lieu thereof, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day. Time worked on any of these holidays shall be paid for at double rates in addition to any ordinary wages for the holiday to which the worker is entitled under subclause (c) of this clause.

(b) Where any of these holidays, except Anzac Day, falls on a Saturday or Sunday such holidays shall be observed on the following working day or days as prescribed by the Public Holidays Act.

(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 that employer during the fortnight ending on the day of any holiday referred to in sub-clause (a) of this clause: Provided that for the purpose of this sub-clause 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 when it falls on a Saturday or a Sunday, where a rostered day off falls on a recognised holiday the shift worker concerned shall be entitled to payment for any such holiday.

(e) Except as provided in sub-clause (f) of this clause, annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944, except that payment for annual holidays for each employee shall be based on his average weekly earnings under this agreement for the year or such lesser period in respect of which the holiday is allowable but, unless the contrary is specifically provided in the Annual Holidays Act, overtime payments for work in excess of eight hours per day and shift allowance are to be disregarded in making the computation.

(f) Whenever the employer elects to operate and for so long as he continues to operate a four shift continuous roster system scheduling production on seven days of the week, 24 hours of the day and including any or all of the holidays specified in subclause (a) of clause 8 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 Christmas Day and Boxing Day.

Shift workers who have worked under the roster for a complete year shall be allowed an annual holiday of three weeks, paid for on the same terms as provided in subclause (e) of this clause provided that the third week may be

allowed either in conjunction with or separately from the first two weeks as the employer may decide and as far as practicable to meet the wishes of the worker concerned.

Shift workers who have worked under the roster for part of year only shall be entitled to a corresponding proportion of the third week: Provided that by agreement between the employer and the worker, and subject to the approval of the local branch of the federation payment may be made for the part week in satisfaction of the holiday entitlement.

Terms of Employment

8. (a) After one month's service the employment for termination purposes shall be deemed to be a weekly one and one week's notice shall be given by either side or one week's wages forfeited or paid as the case may be. Provided however, that the employer shall be entitled to dismiss any worker summarily for misconduct.

(b) Wages shall be paid not later than Thursday in each week.

Wages

9. (a) The following rates of pay shall apply to workers employed by Caxton Paper Mills Limited. Incorporated in these rates are allowances in full satisfaction and discharge of all working conditions and operations that may arise in the performance of the normal and expected duties of the workers concerned in the pulp and paper mill of the employer.

	Per Hour	
	s.	d.
Machine Tender	9	3
Winderman	8	2
Stock Mixer	8	2
Backtender	8	0
Cutterman	8	0
Warehouseman	8	2
Mechanical Operator	8	2
Checker	7	9
Coreman/Pallet Maker	7	9
Shipper/Driver	7	9
Guillotine Operator	7	6
Packers	7	5

Assistants:

	Per Hour	
	s.	d.
Winder	7	5
Stockmixers	7	5
Cutter	7	5
Yard Gang	7	5
Cleaner	7	4

When a foreman is not on duty on the 4 p.m. to midnight and midnight to 8 a.m. shifts the machine tender shall be paid a leading hands allowance of 2s. 6d. per shift and shall be in charge of the complete shift crew. On any other occasion if a machine tender is instructed to take charge of the complete shift crew the same allowance shall be paid.

(b) *Youths*—Youths may be employed in the proportion of one youth to each 3 adult workers employed and covered by the terms of this agreement. Provided however, that adults employed as machine tenders, back tenders, winderman and stock mixers will be disregarded.

Youths may be employed at the following wage rates except that if employed as machine tenders, back tenders, windermen and stock mixers they shall receive the full adult rate:

				Per Hour	
				s.	d.
Under 17 years of age	.....	.....	.....	4	5
17 to 18 years of age	.....	.....	.....	4	11
18 to 19 years of age	.....	.....	.....	5	8
19 to 20 years of age	.....	.....	.....	6	8

Youths under 18 years of age shall not be employed on shift work.

(c) *Females*—Females may be employed at not less than the following rates:

				Per Hour	
				s.	d.
Under 17 years of age	.....	.....	.....	3	8
17 to 18 years of age	.....	.....	.....	4	2
18 to 19 years of age	.....	.....	.....	4	8
19 to 20 years of age	.....	.....	.....	5	2
Thereafter	.....	.....	.....	5	5

(d) *Service Allowance*—A service allowance on the following terms shall be paid to all workers.

- (i) For services exceeding 1 year, $\frac{1}{2}$ d. per hour.
- (ii) For services exceeding 2 years, a further $\frac{1}{2}$ d. per hour making 1d. per hour in all.
- (iii) For service exceeding 5 years, a further 1d. per hour making 2d. per hour in all.
- (iv) This allowance shall count for the calculation of overtime and special rates.
- (v) Service now accrued qualifies for the allowance.
- (vi) Service must be continuous so that if a worker leaves or is discharged and returns to the employer he commences afresh without service allowance and qualifications for the allowance run from the date of return.

General Provisions

10. (a) The employer shall provide (1) a separate locker for each worker as near as practicable to his own department, clogs and rubber goloshes where such articles are necessary, protective clothing and/or rubber aprons for workers handling acids, alum, caustic soda, or other corrosive chemicals; (2) a luncheon room and/or dining cubicles for shift workers; (3) a changing room with hot and cold showers in a situation easily accessible to the workers; (4) gumboots, waterproof clothing, asbestos or leather gloves, and/or respirators for all work where such articles are necessary.

(b) Workers shall be issued with two pairs of overalls each year. Where undue deterioration of overalls has occurred through conditions on the job, an extra issue may be made subject to the used gear being returned.

(c) Where gumboots are handed in by any workers who no longer require them it shall be the responsibility of the company to disinfect the boots before they are issued to other workers.

(d) Issue equipment not returned shall be charged to the worker concerned less allowance for fair wear and tear and the value may be deducted from any wages due to the worker.

(e) All workers shall keep their lockers clean and tidy and place all rubbish in covered bins provided for that purpose.

(f) The management shall be responsible for seeing that the meal room is kept clean and tidy.

(g) Hot water shall be available at meal and refreshment times.

(h) A stop-work meeting with a limit of two hours shall be allowed once in each period of three months. Provided that a skeleton staff sufficient to maintain production shall be left on duty.

(i) No worker shall be compelled to work in any space where the temperature has been raised to above 150 degrees.

(j) A worker called up to work overtime which involves starting or finishing work at a time his ordinary means of transport are not available shall be conveyed from or to his home or such point at which his ordinary means of transport are available at the expense of the employer.

(k) (i) *Day workers*—Each day worker shall be allowed an interval of 10 minutes morning and afternoon without loss of pay.

(ii) *Shift workers* without loss of pay shall be allowed an interval of two ten minute intervals during each shift for the purpose of refreshment but the machinery shall be kept fully working and production shall not be impeded.

Variation of Duties

11. It shall be the duty of every worker if at any time during his ordinary working hours sufficient work is not available for him in his usual occupation or department to undertake any other work in the said industry that the employer may require him to undertake: Provided that while engaged on such other work such worker shall be paid not less than the rate of wages payable to him in respect of his usual occupation or the rate prescribed for the work to which he is transferred, whichever rate is the greater. Provided that a worker under specific training instruction for a higher rated job will be paid half the difference between the rates prescribed for his own and the higher classification if more than one day is so spent.

Disputes

12. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute or difference had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this agreement every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district.

If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court of Arbitration.

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.

Under-rate Workers

13. (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

federation, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person on 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 federation 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 day's notice shall have been given to such worker by the secretary of the federation 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 federation upon such wage without having the same so fixed.

(d) It shall be the duty of the federation to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Unqualified Preference

14. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of the federation of workers bound by this agreement, become a member of such federation within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of the federation 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 the federation 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 federation and every worker who fails to remain a member of the federation in accordance with subclause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclause (a) and (b) apply, after having been notified by any officer or authorised representative of the federation that the worker has been requested to become a member of the federation and has failed to do so, or that the worker having become a member of the federation 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.

Right of Entry

15. The secretary or other authorised officer of the federation shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all times upon the premises of works and there interview any workers, but not so as to interfere unreasonably with the employers business.

Term of Agreement

This agreement shall come into force on the 7th day of October 1963 and shall continue in force until the 10th day of October 1965.

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

Signed for and on behalf of Caxton Paper Mills Ltd.

J. B. SPENCER.

Witness to the above signature—B. M. Salmon.

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

J. MURPHY.

Witness to above signature—W. V. Hawker.

[This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Auckland, pursuant to section 8 (1) of the said Act, on the 11th day of May 1964.]
