

Please Post in a Conspicuous Place accessible to Workers

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**N.Z. Forest Products Limited Clerical  
Workers—Collective Agreement  
(Voluntary)**

**Dated 19/12/74**

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NOTE: See clause 21 herein for the date on which rates of wages come into force

**UNDER THE INDUSTRIAL RELATIONS ACT 1973**

**REGISTERED COLLECTIVE AGREEMENT**

In the matter of the Industrial Relations Act 1973 and in the matter of the N.Z. Forest Products Limited (Kinleith and Penrose) and Whakatane Board Mills Limited (Whakatane) Clerical Workers dispute of interest between the Auckland Clerical and Office Staff Employees' Industrial Union of Workers and N.Z. 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 provision set out in the form of submission or notification attached 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 CLERICAL  
WORKERS – COLLECTIVE AGREEMENT**

**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 (Kinleith and Penrose) and Whakatane Board Mills Limited (Whakatane) Clerical Workers dispute of interest between the Auckland Clerical and Office Staff Employees' Industrial Union of Workers (hereinunder referred to as the 'Union') of the one part and the undermentioned companies (hereinunder referred to as the 'Employer') of the other part:

N.Z. Forest Products Limited, O'Rorke Road, Penrose.  
Whakatane Board Mills Limited, Whakatane.

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 9th day of December 1974.

For Auckland Clerical and Office Staff Employees' Industrial Union of Workers:

C. Jamieson, Secretary.

For N.Z. Forest Products Limited (Kinleith and Penrose) and Whakatane Board Mills Limited (Whakatane):

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

## SCHEDULE

### INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement shall apply to Clerical Workers and office machine operators (as herein defined) employed by N.Z. Forest Products Limited at Penrose, Kinleith and Tokoroa and by Whakatane Board Mills Limited at Whakatane; provided that nothing in this agreement shall apply to workers who are in receipt of over \$4,862 per annum (or such higher exemption figure as may be prescribed in the New Zealand Clerical Workers Collective Agreement which replaces the New Zealand Clerical Workers Award dated 2nd March 1973) excluding overtime payments, bonuses, shift and meal etc. allowances.

"Clerical Workers" and "Office Machine Operators" means and includes the various classes of work described in Clause 2 of the New Zealand Clerical Workers Award dated 2nd March 1973.

### HOURS OF WORK

2. (1) Day Workers – (a) The ordinary hours of work shall not exceed 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 8.00 a.m. and 5.00 p.m. except that for those employees substantially employed in connection with the employers Logging, Sawmilling and ancillary activities related thereto the ordinary hours of work each day may be worked between the hours of 7.00 a.m. and 5.30 p.m.

Where an employer elects with the agreement of the union to operate a roster for day workers the ordinary hours of work shall not exceed forty a week of which not more than eight hours may be worked between 7.30 a.m. and 5.00 p.m. on each of any five of the seven days of the week which shall be deemed to commence midnight Sunday/Monday: Provided that a worker whose ordinary hours of work in any week includes time actually worked on a Saturday or on a Sunday in that week shall receive in addition to his ordinary wages, payments computed in respect of the actual time worked as follows:

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

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

Variations from the existing times of starting and ceasing work between the hours specified in this subclause in respect of the various sections of the employers undertaking shall be subject to agreement between the employer and the union.

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

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

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

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

(i) In respect of the first three hours of time worked before noon on a Saturday: Payment at one half of his ordinary rate.

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

“Ordinary rate” means one fortieth of the worker’s weekly wages per hour.

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

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

#### OVERTIME

3. (1) Day Workers – (a) Time worked on any day, Monday to Friday, outside of or in excess of the hours specified in clause 2 subclause 1 (a), and any time worked on Saturday before 12 noon, shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and at the rate of double time thereafter. Time worked between 9 p.m. and 6 a.m. shall be paid for at double time. Time worked on Saturday after 12 noon or on Sunday, shall be paid for at the rate of double time.

(b) When overtime is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least eight 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 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 normal working time occurring during such absence.

If, on the instructions of his employer, such a worker resumes or continues work without having had such 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 normal working time, 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 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. Where such call-back extends for six or more hours continuously before the start of his normal shift, double time shall be paid until the worker is released.

(d) When a day worker is required to work more than nine hours he shall be provided with a suitable meal at the end of the first nine hours and at the end of each subsequent four hours of work, provided that work continues thereafter and

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

(2) Shift Workers – (a) Time worked in excess of eight hours on any shift or time worked on any rostered day off shall be deemed to be overtime and shall be paid for at the rate of time and one half for the first three hours and at the rate of double time thereafter: Provided that a shift worker who is required to remain at work after completing his normal shift other than as a substitute for another shift worker shall be paid at the rate of double time for any overtime so worked between the hours of 9.00 p.m. and 6.00 a.m. Any overtime worked after noon on a Saturday or on a Sunday shall be paid for at the rate of double time.

(b) Any worker who, after having completed his day's work and left the place of employment, is called back to work 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. Where such call-back extends for six or more hours continuously before the start of his normal shift, double time shall be paid until the worker is released.

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

(d) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least eight consecutive hours off duty between the work of successive days. A shift worker who works so much overtime between the termination of his ordinary shift on one day and the commencement of his ordinary shift on the next day that he has not had at least 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 normal working time occurring during such absence.

If, on the instructions of his employer, such a worker resumes or continues work without having had such 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 normal working time occurring during such absence.

(3) The provisions of subclause 5 (e) of the New Zealand Clerical Workers Award dated 2nd March 1973 shall apply in respect of overtime worked on a Saturday, and in respect of overtime worked on a Sunday the provisions of subclause 5 (b) of the said award shall apply.

#### SWITCH OF SHIFT

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

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

### SHIFT ALLOWANCE

5. (a) Where day, afternoon, and night shifts are worked a shift allowance at the rate of 2 dollars per shift shall be paid to each shift worker, but the management at each mill shall have the right to fix its own allowances 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.

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 1 dollar 50 cents for the day shift and 2 dollars for the afternoon shift or at the discretion of the management 1 dollar 75 cents for day and 1 dollar 75 cents for afternoon shift.

(c) 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.

### REMUNERATION

6. (a) The weekly rates of pay for workers covered by this agreement shall be:

Step	Male	Female		Commencing rate for appointee without previous experience and:
	Effective from 1st July 1974	Effective from 1st July 1974 to 30th Sept. 1974	Effective from 1st Oct. 1974	
	\$	\$	\$	
1	39.77	38.87	39.77	— with less than 3 years secondary education
2	45.48	43.90	45.48	— with 3 years secondary education
3	51.52	50.37	51.52	— with School Certificate (as defined in the N.Z. Clerical Workers Award)
				— Females with a pass in the Junior Government or Chamber of Commerce examination
4	58.64	57.51	58.64	— with University Entrance or Higher Leaving Certificate
				— females with a pass in the Senior Government examination
5	66.11	65.23	66.11	
6	72.38	71.25	72.38	
7	79.85	78.27	79.85	— Minimum rate on attaining 21 years of age
8	87.55	85.43	87.55	
9	93.09	90.37	93.09	

**Previous Experience** — A new appointee may be granted a service credit for previous experience in a type of work similar to that which is covered by his or her appointment and this credit, if any, will be for complete years of service. The commencing rate for an appointee who has been granted a service credit for previous experience will be determined firstly according to qualifications as detailed above, and then by adding the service credit.

**Progression on the Pay Scale** — Within the range provided, an employee will progress (subject always to an acceptable standard of work and conduct) to the next step on the scale on the anniversary of his/her commencement date with the employer until the maximum rate is reached.

Where the services of an employee merit special recognition the employer may grant an accelerated progression on the pay scale.

**Examination credits to Employees** — An employee who passes any of the examinations scheduled under steps 3 or 4 of the pay scale which is prescribed in this subclause will be entitled to be advanced to the appropriate step from the beginning of the pay period immediately following notification of a pass in the examination.

(b) Employees who have passed examinations conducted by the New Zealand Trades Certification Board shall be paid in addition to the above weekly wages as follows:

	Per Week
	\$
Grade A Typing Examination . . . . .	1.37
Grade B Typing Examination . . . . .	2.74
Grade I Shorthand/Typing Examination . . . . .	1.37
Grade II Shorthand/Typing Examination . . . . .	2.74

The payments for the above qualifications shall not be cumulative.

#### HOLIDAYS

7. (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. Workers required to work on any of these recognised holidays shall be paid at the rate of double ordinary rates for the time so worked in addition to the entitlement under subclause (c) hereof.

(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 (e) hereof as the employer may decide and as far as practicable to meet the wishes of the worker concerned and a worker who has worked on shift work for part of the year only shall be entitled to a corresponding proportion of the additional week; provided that by agreement between the employer and the worker and subject to the approval of the local branch of the union payment may be made for the part week in satisfaction of the holiday entitlement.

(g) Whenever the employer elects to operate and for so long as he continues to operate a continuous shift roster system scheduling production over seven days of the week and including any or all of the holidays specified in subclause (a) hereof rostered shift workers shall work on any or all of such holidays as required by the employer, provided that apart from the closing down and starting up of plant, plant safety and essential services, work shall not be required on the 25th and 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 clerical work 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 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 7 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.

#### CASUAL WORKERS AND PART-TIME WORKERS

8. (a) A worker engaged for less than one week at any one engagement shall be termed a casual, and such worker shall be paid pro rata the appropriate scale salary plus 20 percent.

(b) Where the employer does not regularly require the services of a worker full time he shall pay such worker not less than pro rata the appropriate scale salary unless the employer requires the worker to work more than 30 hours per week in which case the worker shall be classified as a full time worker and paid accordingly. Workers working 30 hours or less per week shall be termed part-time workers. Records shall be kept of the basis of employment of workers working less than the normal hours worked in the establishment.

(c) Where the worker is employed for less than full time because he is unable to accept full-time employment and this is declared by the worker in writing at the time of his engagement he shall be paid not less than pro rata the appropriate scale salary. Such worker shall be termed a part-time worker. A record of employment on this basis shall be kept.

(d) Except as provided in subclause (b) of this clause full-time employment means employment for the normal weekly hours for the particular establishment as determined by clause 2 of this agreement, or such other number of ordinary hours as is normally worked by clerical workers in the particular establishment.

(e) These provisions shall not be used for the purposes of reducing the hours of work or the earnings of any worker.

(f) The proportion of part-time clerical workers to full time clerical workers shall not exceed one part-time worker to five full time workers provided that such proportion shall be assessable on the basis of the employer's undertaking as a whole.

(g) The employer shall give prior notification to the union representative of the engagement of part-time workers.

#### GENERAL CONDITIONS

9. (a) Outwork – The conditions and payment for clerical work performed for an employer bound by this agreement and done elsewhere than in the employer's place of business shall be mutually agreed upon by the local branch of the union and the employer. Failing agreement the matter shall be dealt with under clause 14 of this agreement (Disputes).

The union shall be notified of any such work and in the event of no agreement being reached before the performance of this work all other provisions of this agreement shall apply.

(b) Security – (i) Males under the age of 19 years and all females shall be escorted when required to take coin or notes exceeding \$500 outside the employer's premises.

(ii) A worker required to carry coin or notes outside of the office shall be provided with a suitable satchel or bag which shall be used by the worker.

(iii) A female worker shall not be required to work in the office between the hours of 9.15 p.m. and 7 a.m. without reasonable access to assistance.

(c) Record of Service – Each employee on leaving or being discharged from his employment shall, on request, be given within 24 hours thereafter, a certificate in writing signed by the employer and stating the position held and the length of service.

(d) Terms of Employment – (i) Except in the case of casuals the employment shall be a weekly one and at least one week's notice of the termination thereof shall be given by either party. This shall not prevent an employer from summarily dismissing a worker for misconduct.

Where the employment is terminated by either party without notice and without good cause, one week's wages shall be paid or forfeited in lieu of notice.

(ii) All wages shall be paid within working hours, weekly or fortnightly, not later than three working days after the end of the pay week and not later than Thursday in cash or, if the employee consents in writing by cheque or by credit to his personal bank account. By agreement with the union wages may be paid monthly. When pay day falls on a holiday, payment of wages shall, where practicable, be made on the working day immediately preceding the holiday. Where the holiday falls on a Friday payment of wages shall be made not later than the preceding Wednesday. Workers shall be paid forthwith upon discharge. Where the employment is terminated by the worker he shall be paid not later than on the expiration of notice. Where a shift worker's employment is terminated he shall be paid as soon as practicable on the following working day all wages that are due to him.

(iii) Where there is any deviation from the regular amount being paid, workers shall be supplied in writing with details of the manner in which their wages have been calculated.

(iv) The employer shall be entitled to make a rateable deduction from wages of employees for time lost through sickness or accident (other than as provided in clause 10 of this agreement) or default or through absence with the consent of the employer.

(e) Stop Work Meetings and Right of Entry – (i) 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 work including telephone, teleprinter, telex and reception services and the handling of outward mail, which shall be carried out as required, no work shall be performed by employees covered by this agreement during the period of such meetings.

(ii) The secretary or other authorised representative of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business. The employer shall give recognition to any worker who is appointed as Union Delegate in the establishment in which he is employed.

(iii) Upon receipt of a written request from the Union Secretary for full and valid reasons, such as an alleged breach of agreement the employer shall grant to the Union Secretary or to a Union official delegated by him the right to examine such wage records of an individual covered by this agreement as is necessary to satisfy the reasons for the enquiry, provided always that the Secretary or official appointed by him shall also produce to the employer the written consent of the person whose wage records are to be so examined.

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

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

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

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

(iv) 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 the time so lost on the day of the accident, but not for more than two hours.

(h) Any worker who is instructed by the employer to stand-by outside of his normal work hours for the purpose of attending work calls shall be paid such rate as is agreed upon between the employer and the union.

(i) The Union shall provide the employer with a supply of blank membership application forms each of which shall incorporate a detachable authority for the deduction of union dues from the salary or wages.

The Employer shall require each new employee who is covered by this agreement to complete and sign the aforesaid membership application and deduction authority and shall at the prescribed intervals deduct from the remuneration payable to the worker concerned the appropriate Union subscription and entrance fee (if any) in accordance with the scale of dues as shall be advised by the Union to the Employer from time to time.

The Union dues so deducted shall be forwarded to the Union Secretary by the Employer at such intervals as may be mutually agreed upon and the membership application forms shall be forwarded to the Union with the first remittance.

(j) Maternity Leave – The Employer will, upon request, grant to female employees with one or more year's of service, maternity leave of absence not to exceed six months without pay. The employer may require that such leave be taken at the completion of the seventh month of pregnancy. The employee will be required to notify the employer in writing one month after the birth of the child if she intends to return to work. Employees who comply with this provision shall, where practicable, return to the job held at the time of taking the leave or to a position not less advantageous.

#### PAID SICK LEAVE

10. (a) A worker shall be entitled in each year of service to sick pay for up to ten days calculated at the rate of his ordinary pay.

(b) Sick pay shall accumulate by carrying forward from one year to another any unused sick pay.

(c) Sick pay shall not be paid in respect of any statutory or agreement holiday for which the worker is entitled to full pay, or in respect of any period during which earnings related compensation is payable in terms of the Accident Compensation Act 1972.

(d) If the employer requires, a claim for sick pay shall be supported by a medical certificate.

(e) A worker should ensure notice is given to the employer as soon as is practicable on the first day of absence due to illness.

(f) 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

11. 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 Maitaia 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.

#### TRAVELLING EXPENSES AND ALLOWANCES

12. (a) Travelling expenses incurred by any worker under the instructions of his employer shall be paid by the employer.

(b) "Travelling expenses" shall mean rail, road, sea or air fares, transport to and from point of departure, plus the cost of meals and accommodation.

(c) Any worker transferred (except at his own request) away from his home during the first three years of his employment shall have his wages increased to not less than the rate for a worker of 20 years of age.

#### NO REDUCTION IN WAGES

13. No employee coming within the scope of this agreement shall have his wages or salary reduced by reason of the operation of this agreement.

#### DISPUTES

14. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen it is provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever

arising out of or connected therewith and not dealt with in this agreement, every 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 Commissioner for the district. If the committee fails to reach a decision the chairman shall either decide the question or refer the matter to the Court within one month from the date of hearing by the committee. Either side shall have the right to appeal to the Court against any such decision upon giving to the other side written notice of such appeal within 14 days after the decision has been made known to the party desirous of appealing.

### PERSONAL GRIEVANCES

15. (a) The parties to this agreement agree pursuant to Section 117 of the Industrial Relations Act 1973 that the definition of a personal grievance in section 117 and the standard procedure set out in that section shall not be included in this agreement.

(b) For the purpose of this agreement "personal grievance" means any grievance that a worker may have against his employer because:

- (i) Of a claim that he has been unjustifiably dismissed; or
- (ii) That other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.

"Standard procedure" means the standard procedure set out in subclause (c) of this clause.

(c) The standard procedure for the settlement of any personal grievance shall be:

- (i) If the circumstances permit, the worker should first directly approach the employer or the employer's manager about his personal grievance.
- (ii) As soon as practicable after the personal grievance arises the worker shall notify the branch secretary or secretary or a duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance shall forthwith take the matter up with the employer or his representative;
- (iii) If the matter is not settled by those means it shall be referred to a committee constituted in the same manner as a disputes committee under clause 14 of this agreement.
- (iv) The reference may be made by employer or his representative, or by the worker's union or its representative, or by both.
- (v) The committee shall, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, make a decision or award by way of a final settlement which shall be binding on all parties.
- (vi) Subject to the provisions of this agreement the committee may regulate its own procedure.

(d) In the case of an alleged unjustifiable dismissal any final settlement, decision, or award made under this section may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:

- (i) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him;
- (ii) His reinstatement in his former position or in a position not less advantageous to him;
- (iii) At the option of the worker, after consultation with the duly authorised representative of his union the payment to him of compensation by his employer.

### CONDITIONS AS TO OFFICES

16. (a) Each employer shall permit his employees to have lunch on the premises.

(b) Dining Accommodation and Cloakrooms – In offices in which not less than four employees are employed, reasonable dining accommodation shall be provided, if required. Where four or more female workers are employed, there shall be provided a cloakroom or enclosure in which privacy is secured for dressing. The cloakroom shall contain a suitable counter or table and a mirror. There shall also be provided, where practicable, a room with suitable couch accommodation for rest in cases of temporary indisposition; but where it is impracticable to set a room apart for that purpose it shall be sufficient if a couch or couches are provided in a portion of the cloakroom screened off from the place where clothing is hung.

(c) Adequate lighting, heating, ventilation, and ablution and toilet facilities shall be provided in all offices. In conjunction with ablution facilities, soap, hot water, and means of drying shall be provided and where towels are supplied these shall be in such form as shall allow of exclusive use by each worker. Where female workers are employed there shall be suitable provision in toilets for the hygienic disposal of sanitary items.

(NOTE: Attention is drawn to the provisions of the Shops and Offices Act 1955 and its regulations in respect of staff amenities and safety, health, and welfare generally.)

(d) An effective interval of ten minutes shall be allowed each morning and afternoon to every worker, during which intervals they may partake of refreshments on the premises. A hot drink such as tea, coffee, or cocoa shall be available.

(e) No worker shall be required to work more than five hours without an uninterrupted break for a meal.

### CLOTHING

17. (a) Where smocks or other special clothing are required by the employer to be worn, these shall be supplied and laundered (or dry cleaned at the employer's discretion) and at the employer's expense and shall remain the property of the employer.

(b) When the nature of the duties required of the worker are likely to result in damaged or soiled clothing, the employer shall supply a smock or protective clothing on request and shall renew same as reasonably required.

### UNQUALIFIED PREFERENCE

18. (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 a union of workers bound by this agreement, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to 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) Every 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 purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

(NOTE: Attention is drawn to section 104 of the Industrial Relations Act 1973 which gives to workers the right to join the union.)

(f) Employers bound by this agreement shall, upon written request by the Union, which request shall not be made more often than once in every three months, mail to the union a list of their employees covered by 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 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 day's 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.

#### EXCLUSION FROM OPERATIONS OF OTHER AWARDS OR COLLECTIVE AGREEMENTS

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

#### TERM OF AGREEMENT

21. This agreement insofar as the provisions relating to the aforesaid rates of remuneration and other monetary payments are concerned shall, except as otherwise provided for in clause 6 (a) hereof, 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.

In witness whereof the parties hereto have executed these presents this 9th day of December 1974.

For and on behalf of the Auckland Clerical and Office Staff Employees' Industrial Union of Workers:

C. Jamieson, Secretary.

For and on behalf of N.Z. Forest Products Limited (Kinleith and Penrose) and Whakatane Board Mills Limited (Whakatane):

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.