
**VICTOR PLASTERS LTD. CHRISTCHURCH EMPLOYEES—INDUSTRIAL
AGREEMENT**

[Filed in the Office of the Clerk of Awards, Christchurch]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 7th day of March 1962, between Victor Plasters Ltd. (hereinafter called the "employer") of the one part and the Canterbury General and Builders Labourers and Related Trades Industrial Union of Workers (hereinafter called the "union") of the other part, witnesseth that it is hereby mutually agreed between the employer and the union as follows:

SCHEDULE

Industry to Which Agreement Applies

1. This agreement shall apply to the manufacture of Gypsum plasters.

Hours of Work

2. (a) The ordinary hours of work shall not exceed 40 per week, nor more than eight hours per day on five days of the week, Monday to Friday, both days inclusive.

(b) The hours of day-workers (other than shift-workers) shall be between 7.30 a.m. and 5 p.m.

Overtime

3. (a) Except as provided for in subclause (b) hereof, all time worked in excess of the daily hours fixed in clause 2 of this agreement shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) All time worked before 12 noon on Saturdays shall be paid for at the rate of time and a half for the first four hours and double time thereafter. All time worked after 12 noon on Saturdays shall be paid for at double time rates.

(c) For work done on Sundays, New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, Labour Day, Show Day in lieu of Anniversary Day, Christmas Day, Boxing Day, and the birthday of the reigning Sovereign, double rates shall be paid in addition to the ordinary pay.

(d) For the purposes of this clause each day shall stand by itself.

(e) When it is necessary that overtime shall be worked, preference shall be given to the company's regular employees.

Wages

4. The following shall be the minimum rates of wages:

	Per Hour
	s. d.
Burners	6 10
Labourers	6 5

Leading hand in charge of four or more workers shall receive 3s. 6d. per day extra.

Shift Work

5. (a) Shifts may be worked where necessary, and in such cases, shifts shall consist of not more than eight hours, including crib-time which shall be paid for.

(b) For the purposes of this clause "shift-work" shall mean work which is carried out by two or more successive relays or spells of workmen, each relay performing substantially the same duties as the outgoing shifts. Work shall not be deemed to be shift-work unless shifts are worked on four or more consecutive working-days.

(c) Workers employed on afternoon and night shifts shall be paid the sum of 4s. per shift in addition to their ordinary rate of pay.

(d) Workers employed on day shift shall be paid 9d. per shift in addition to their ordinary rate of pay.

Holidays

6. (a) The following shall be observed as holidays: New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, Labour Day, Show Day in lieu of Anniversary Day, Christmas Day, Boxing Day, and the birthday of the reigning Sovereign.

(b) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this agreement who have been employed by him during the fortnight ending on the day on which the holiday occurs.

(c) 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 subclause (a) of this clause: Provided that for the purposes 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) The attention of the parties is drawn to the provisions of the Public Holidays Act 1910, and its amendments, which deal with the transference of holidays which fall on a Saturday or a Sunday. This provision shall apply to workers covered by this agreement.

(e) The provisions of the Annual Holidays Act 1944 shall apply to workers covered by the provisions of this agreement, but in the case of regular shift workers required to work rotating shifts, the annual holiday period shall be three weeks.

Accommodation

7. The employer shall provide suitable accommodation to enable workers to change and dry their clothing and have their meals. No tools or materials shall be stored in the change-room. Employers shall also provide proper sanitary accommodation and make provision for boiling water for meals. A shower, suitable washing conveniences and a clothing drying cupboard shall be provided. The senior burner on each shift shall be responsible for accommodation and conveniences being kept strictly clean and tidy.

Meal Money

8. Employers shall allow meal-money at the rate of 5s. per meal when workers are called upon to work overtime in excess of one hour on any day, provided that such workers cannot reasonably get home to their meals, and provided further, that they have not been notified of such overtime on the day preceding the working of such overtime.

Transport Allowance

9. Workers called upon to start or finish work at a time when the ordinary means of transport have ceased running shall be conveyed to and from their homes at the expense of the employer.

Accidents

10. A modern first-aid emergency case, fully equipped, shall be kept by the employer in a convenient and accessible place at the factory. Accidents shall be reported on kettle sheet.

General Provisions

11. (a) The union shall have the right to raise the question of dust money should the conditions warrant it.

(b) Where a worker is required to enter inside kettles for the purpose of cleaning, an extra daily payment of 18s. shall be made in addition to the rate appropriate at the time.

(c) A clothing and footwear allowance of $\frac{3}{4}$ d. per hour shall be paid to all workers.

(d) A towel and soap allowance of 1s. per week shall be paid to all workers.

(e) Where workers are called upon to work in water, slush mud, or wet concrete 1-in. or more in depth, the employer shall provide such workers with gumboots suitable for the work and shall pay them $2\frac{1}{4}$ d. per hour extra.

Where re-used gumboots are supplied by the employer such gumboots shall be sterilised by the employer in accordance with Department of Health regulations.

Job Delegate

12. A job delegate shall be appointed from time to time and shall be recognised as such by the management.

Termination of Employment

13. Four hours' notice of termination of employment shall be given on either side, and all wages due shall be paid immediately on termination in the employer's time, unless through misconduct.

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 such dispute or difference shall be referred to a disputes 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 a Conciliation Commissioner.

Should either party fail to appoint representatives to the disputes committee, either party may refer the matter in dispute to a Conciliation Commissioner, who may either decide the matter or refer the matter to the Court. In the event of the disputes committee failing to agree the matters shall be referred to the Court.

In the event of the disputes committee coming to a decision, either side shall have the right of appeal to the Court against the decision of the committee or the decision of the Commissioner, and written notice of such appeal shall be given to the other side within 14 days after such decision has been made known to the party desirous of appealing.

Payment of Wages

15. Wages shall be paid weekly in working-hours and not later than Thursday in each week.

"Smoke-oh"

16. An interval of 10 minutes shall be allowed each morning and afternoon without deduction of pay, and in the case of shift-workers two paid breaks of 10 minutes shall be allowed at a recognised time, provided that there shall be no cessation of work.

Workers to be Members of Union

17. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this agreement, and shall be liable accordingly.

Scope of Award

18. This agreement shall apply in the Canterbury Industrial District and only to the original parties hereto.

Term of Agreement

19. This agreement as it relates to rates of wages shall be deemed to have come into force on the 1st day of March 1962, and in so far as all other conditions are concerned it shall operate from the day of the date hereof and shall continue to operate until the 23rd day of November 1963.

Signed for and on behalf of Victor Plasters Ltd.—

R. MENNER.

Signed for and on behalf of the Canterbury General and Builders Labourers and Related Trades Industrial Union of Workers—

J. SHANKLAND.
G. BRADY.