

VICTOR PLASTERS LTD. (CHRISTCHURCH) EMPLOYEES -
INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1954, this 13th day of January 1969, between Victor Plasters Ltd., (hereinafter called the "Employer") of the one part and the Canterbury, Otago and Southland 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 5.00 p.m.

OVERTIME

3. (a) Except as provided for in sub-clause (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 and on Sundays shall be paid for at double time rates.

(c) For work done on 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 time 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
Burners	90 cents
Labourers	85.5 cents
Leading hand in charge of four or more workers shall receive 45 cents 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 60 cents per shift in addition to their ordinary rate of pay.

(d) Workers employed on day shift shall be paid 15 cents 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.

(f) Upon completion of 10 years' continuous service with the employer a worker shall be granted in respect of the tenth and each subsequent year of service with that employer an annual holiday of three weeks instead of two weeks. Such an extra week may be allowed in conjunction with, or separately from, the first two weeks as the employer may decide.

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 60 cents 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 \$2.30 shall be made in addition to the rate appropriate at the time.

(c) A clothing and footwear allowance of 1 cent per hour shall be paid to all workers.

(d) A towel and soap allowance of 10 cents 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 3 cents per hour extra.

Where re-used gumboots are supplied by the employer such gumboots shall be sterilised by the employer in accordance with the 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 ten minutes shall be allowed at a recognised time, provided that there shall be no cessation of work.

UNQUALIFIED PREFERENCE

17. (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 seven days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to sub-clause (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 sub-clause (a) hereof to become a member of a union who fails to become a member, as required by that sub-clause, 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 sub-clause (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 an 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.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

SCOPE OF AGREEMENT

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

TERM OF AGREEMENT

19. This agreement shall be deemed to have come into force on the 12th day of December 1968 and shall continue to operate until the eleventh day of December 1970.

Signed for and on behalf of
VICTOR PLASTERS LTD.

L.C. GOODWIN

Signed for on behalf of -
THE CANTERBURY, OTAGO AND
SOUTHLAND GENERAL AND
BUILDERS' LABOURERS' AND
RELATED TRADES INDUSTRIAL
UNION OF WORKERS'.

L.B. SWAN

G. BRADY