

**OTAGO ROPE AND TWINE WORKERS —
VARIATION OF INDUSTRIAL AGREEMENT**

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1954, this 7th day of May, 1970, between Donaghy's Industries Ltd., Dunedin, (hereinafter called "the employer") of the one part, and the Dunedin Rope and Twine Spinners Industrial Union of Workers, Dunedin, (hereinafter called "the union"), of the other part, whereby it is mutually agreed by and between the said parties hereto, that the Industrial Agreement dated the 27th day of June, 1969, shall be and is hereby varied in the manner following, that is to say:—

WAGES

3. Delete the present clause and substitute the following:

	Per Hour cents	Per Week \$.c.
Head Walk rope-maker	—	41.70
Leading feeder hand on first spreader	—	38.30
Machine operators	94.00	37.60
General Hands	89.25	35.70

For the first week of employment machine operators and general hands shall be employed on an hourly basis.

"Head walk rope-maker" is a worker working with and in charge of a group of workers making rope on the walk.

A sole machine operator in the separate synthetic rope department and responsible for making his own machine changes shall be paid not less than \$38.30 per week while so employed.

YOUTHS

4. (a) Delete the figures "20" and substitute the figures "19".

(b) Delete the present subclause and substitute the following:

The minimum weekly rates of wages payable to youths shall be as follows:

	Per Week \$.c.
Under 18 years of age.....	21.00
18 to 19 years of age.....	25.00
Thereafter, not less than the rate for adult male workers.	

FEMALES

5. Delete the age classifications and wage rates and substitute the following:

	Per Week \$.c.
Under 18 years of age.....	18.60
18 to 19 years of age.....	20.50
Thereafter.....	26.00

HOLIDAYS

8. Add a new subclause:

(e) Any worker qualified for payment of any of the holidays provided for in

subclause (a) of this clause shall be paid for such holiday on the same formula as for Annual Holidays.

ANNUAL LEAVE

9. Delete the present subclauses (a) and (b) and substitute the following:

(a) Except as otherwise provided, every worker shall at the end of each year of his employment by any employer become entitled to an annual holiday of two weeks and shall be granted annual holidays in accordance with the Annual Holidays Act 1944, and its amendments; paid on the basis of the worker's average weekly taxable earnings, provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent and provided further that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculating a worker's average weekly taxable earnings for the year the employer may fix a close-off date other than the anniversary date of the worker's commencement of employment.

(b) Upon completion of ten years continuous service with the same employer each worker shall for the tenth and subsequent years be entitled to an annual holiday of three weeks instead of two weeks paid, in accordance with the formula prescribed in subclause (a) of this clause. The third week's holiday may be taken in conjunction with or separately from the first two weeks holiday as the employer may decide.

(c) For the purposes of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act 1944.

(d) Where a holiday is taken in more than one period the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as provided in subclause (a) hereof it shall be sufficient compliance with this cause for payment to be assessed on the percentage formula prescribed in subclause (e) subject to final adjustment and payment of any remainder after that date, provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

(e) Where the employment of any worker is terminated by either party, at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker, in addition to all other amounts due to him, an amount equal to 4 per cent of his gross taxable earnings but not exceeding 5.2 per cent of his gross ordinary pay for that period of employment.

(f) Where the period of employment is less than three weeks the amount to be paid as proportionate holiday pay shall be as prescribed by the Annual Holidays Act 1944.

(g) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday then the worker shall not be entitled to any wages for two weeks following that date, but the employer shall before the date pay to him, in addition to all the other amounts due to him, an amount equal to 4 per cent of his gross taxable earnings but not exceeding 5.2 per cent of his gross ordinary pay for the period of his employment up to that date, and then the next year of his employment shall be deemed to commence on that date.

(h) Where a worker is entitled to an annual holiday of three weeks instead of two weeks the provisions of subclauses (e) and (g) shall be modified to provide payment of an amount equal to 6 per cent of the worker's gross taxable earnings but not exceeding 7.8 per cent of his gross ordinary pay for the period of his employment.

TERM OF AGREEMENT

20. These variations shall be deemed to have come into force on the 8th day of April, 1970 and it is hereby agreed that the expiry date of the Industrial Agreement

be extended to the 30th day of September, 1971.

Signed on behalf of Donaghy's Industries Ltd.

D. R. STEWART.

Signed on behalf of Dunedin Rope and Twine Spinners Industrial Union of Workers.

W. C. McDONNELL.