

**TIWAI SMELTER CONSTRUCTION PROJECT CATERING STAFF  
VARIATION OF INDUSTRIAL AGREEMENT**

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1954, this 18th day of June, 1970, between the New Zealand Construction Co. Limited, (hereinafter called "the employer") of the one part and the Southland Hotel, Hospital, Restaurant, Licensed Restaurant and Related Trades Employees' Industrial Union of Workers (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 22nd day of October, 1969, shall be and is hereby varied in the manner following, that is to say:—

Clause 5 — Wages Delete subclause (a) and substitute the following:

	Per Week	Per Hour
(a) Chef.....	\$54.80	\$1.37
Assistant Chef.....	\$50.40	\$1.26
Baker: Butcher: Pastrycook.....	\$48.80	\$1.22
All other cooks.....	\$47.60	\$1.19
Kitchen Hands.....	\$41.20	\$1.03
Bar Manager.....	\$47.20	\$1.18
Barman.....	\$44.00	\$1.10
Dry Canteen Worker.....	\$44.00	\$1.10
Barman/Porter.....	\$42.80	\$1.07
Other workers not specified.....	\$40.00	\$1.00

(b) Add the following:

"Part-time bar staff may be employed under permit from the union, Monday to Saturday, on not more than five services in each week at a rate of \$5.84 for each service not exceeding four hours. If employed on a Saturday or a Special Holiday, a payment of \$8.76 per service shall be made."

These variations shall be deemed to have come into force on the 1st day of June, 1970.

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

Signed on behalf of: NEW ZEALAND CONSTRUCTION CO. LIMITED

K. J. GREGSON, Industrial Relations Manager

Witness: R. CHATHAM

Signed on behalf of: THE SOUTHLAND HOTEL, HOSPITAL, RESTAURANT, LICENSED RESTAURANT AND RELATED TRADES EMPLOYEES INDUSTRIAL UNION OF WORKERS

D. M. DE LANY, Duly Authorised Agent

Witness: R. G. ISHERWOOD

**TIWAI SMELTER CONSTRUCTION PROJECT CATERING STAFF—  
VARIATION OF INDUSTRIAL AGREEMENT**

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1954, this 5th day of November, 1970, between the New Zealand Construction Co. Limited, (hereinafter called "the employer") of the one part and the Southland Hotel, Hospital, Restaurant, Licensed Restaurant and Related Trades Employees' Industrial Union of Workers (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 22nd day of October, 1969, shall be and is hereby varied in the manner following, that is to day—

Clause 4—Shiftwork: Subclause (b). Delete the figures and words "65 cents" and substitute "one dollar".

Clause 5—Wages: Delete clause 5 and substitute the following—

"(a) The following shall be the weekly rates of wages—

	Per Week	Per Hour
	\$	\$
Chef .....	61.20	1.53
Assistant Chef .....	56.40	1.41
Baker: Butcher: Pastrycook .....	54.80	1.37
All Other Cooks .....	53.60	1.34
Kitchen Hands .....	45.60	1.14
Bar Manager .....	52.80	1.32
Barman .....	48.80	1.22
Dry Canteen Worker .....	48.80	1.22
Barman/Porter .....	47.60	1.19
Other Workers not specified .....	44.40	1.11"

(b) Part Time Workers

i Part time females workers may be employed on not more than five services in each week at a rate of \$3.80 for each service not exceeding four hours, the daily hours of employment to be consecutive. If employed on a Saturday, Sunday or Special Holiday a payment of \$5.70 per service shall be made. The part time female workers referred to above shall be employed on the making of sandwiches and preparation of cut lunches for workers employed on the site.

ii Part time bar staff may be employed under permit from the Union, Monday to Saturday, on not more than five services in each week at a rate of \$6.52 for each service not exceeding four hours. If employed on a Saturday or a Special Holiday, a payment of \$8.76 per service shall be made.

iii A proportionate reduction in the weekly wage shall be made for special leave without pay, sick leave, or periods on accident compensation, or time lost through a worker's own default.

Clause 9—Annual Holidays: Delete the present clause 9 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 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 as prescribed in sub-clause (a) of this clause. The third week may be allowed either in conjunction with or separately from the first two weeks.

(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 sub-clause (a) of this clause it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in sub-clause (e) of this clause 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 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 that date pay to him, 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 the period of his employment up to that date, and 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 sub-clauses (e) and (g) of this clause 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.

Clause 10—Board, Lodging and Travelling Time: Delete sub-clause (c) and substitute the following—

“(c) Workers recruited in New Zealand and residing in the Hostel shall be paid \$2.50 per week for each week worked Monday to Friday inclusive to allow for return travel to their homes.”

Clause 11—Dress and Equipment: Delete paragraphs (i), (ii) and (iii) of sub-clause (b) and substitute the following—

(i) A uniform and laundry allowance of two dollars per day.

(ii) A uniform and laundry allowance of one dollar eighty cents per day.

(iii) A uniform and laundry allowance of one dollar eighty cents per day.

Delete from sub-clause (d) the figures and words “40 cents” and substitute in lieu thereof the figure and words “2 cents per hour worked”.

Clause 18—Term of Agreement: Delete the figures and words “15th day of December 1970” and substitute the figures and words “30th day of June 1971”.

These variations shall be deemed to have come into force on the 1st day of October 1970.

These variations and the Agreement so varied have taken into account the 3 per cent General Wage Order to operate as from the 22nd day of November, 1970 and the Agreement, as varied by this variation, shall not be further added to solely by reason of the aforesaid General Wage Order.

Signed on behalf of: New Zealand Construction Co. Limited—

K. J. GREGSON, Industrial Relations Manager.

Witness: R. M. Chatham.

Signed on behalf of: The Southland Hotel, Hospital, Restaurant, Licensed Restaurant, and Related Trades Employees Industrial Union of Workers—

R. G. ISHERWOOD, Duly Authorised Agent.

Witness: B. Godbold.