

VICTOR PLASTERS LTD. (CHRISTCHURCH) EMPLOYEES -  
INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1954, this 1st day of September 1970, 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:

Burners -	On commencement	.. ..	111 cents per hour.
	After 2 years	.. ..	113 cents per hour.
Labourers -	On commencement	.. ..	106 cents per hour.
	After 2 years	.. ..	108 cents per hour.

Leading hand in charge of four or more workers shall receive 52 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 65 cents per shift in addition to their ordinary rate of pay.

(d) Workers employed on day shift shall be paid 16 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.

## ANNUAL HOLIDAYS

7. (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 purposes 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) On 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 subclause (a) of this clause. The third week's holiday may be taken in conjunction with or separate from the first two weeks' holiday as the employer may decide.

(c) In lieu of the Annual holidays provided in subclause (a) of this clause, regular shift workers required to work three rotating shifts shall be allowed three weeks' annual holiday upon the completion of each year's service.

(d) 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.

(e) 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) of this clause it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in subclause (f) 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.

(f) 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.

(g) 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.

(h) 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 these 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.

(i) Where a worker is entitled to an annual holiday of three weeks instead of two weeks the provisions of subclauses (f) and (h) 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.

#### ACCOMMODATION

8. 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

9. Employers shall allow meal money at the rate of 70 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

10. 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

11. 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

12. (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 12 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

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

#### TERMINATION OF EMPLOYMENT

14. 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

15. 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

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

## "SMOKE-OH"

17. 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

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 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

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

TERM OF AGREEMENT

20. This agreement shall be deemed to have come into force on the 20th day of August, 1970, and shall continue to operate until the 25th day of August, 1971.

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