

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

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1954, this 17th day of February 1972, 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.

EMBODYING TERMS OF PREVIOUS AGREEMENT

2. The terms, conditions, stipulations and provisions contained in the Victor Plasters Ltd, Christchurch Industrial Agreement dated the 1st day of September 1970 shall except as hereinafter varied by this Industrial Agreement continue to apply for the term of this agreement.

WAGES

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

	Per Hour Cents
Burners— On commencement	126
After 2 years	129
Labourers—On commencement	121
After 2 years	124

Leading hand in charge of four or more workers shall receive 70 cents per day extra.

SHIFT WORK

4. (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 out-going 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 75 cents per shift in addition to their ordinary rate of pay.

(d) Workers employed on day shift shall be paid 18 cents per shift in addition to their ordinary rate of pay.

ANNUAL HOLIDAYS

5. (a) To the intent, firstly: that the proportional payment for annual holidays accruing during the first year of employment be on the basis of two weeks per annum, but that the annual holiday after completion of one years service with the employer be on the basis of three weeks per annum for each year including the first; and secondly; that the rate of payment related to those weeks be on the basis of actual ordinary pay for the first three weeks of employment only, but thereafter, within the limits of ordinary pay at least, and ordinary pay plus 30 percent at most, be on the basis of average taxable earnings; and as all these terms are more fully

defined herein, the following provisions shall apply in relation to annual holidays.

(b) 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.

(c) Where the employer allows 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 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 three 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 percent of his gross taxable earnings but not less than 4 percent of, and not exceeding 5.2 percent 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.

(d) Where the employment of any worker is terminated before the first anniversary of his current engagement but after he has currently been employed for more than three weeks the employer shall forthwith pay to the worker in addition to all other amounts due to him an amount equal to 4 percent of his gross taxable earnings, but not less than 4 percent of, and not exceeding 5.2 percent of his ordinary pay for that period of his employment, less any amount already paid to him under subclause (c).

(e) On the first anniversary of his current engagement a worker to whom subclause (c) has been applied shall receive, in addition to all other amounts due to him, an amount equal to 50 percent of the payment made to the worker in pursuance of subclause (c).

(f) Subject to the foregoing, every worker shall at the end of each year of his employment by the employer become entitled to annual holiday of three weeks paid on the basis of the workers average weekly taxable earnings, provided that the holiday pay does not exceed the workers ordinary pay plus 30 percent and provided, further, that in no case shall the holiday pay be less than the workers ordinary pay at the date of taking the holiday.

(g) Where the employment of any worker is terminated on or after the first anniversary of his current engagement the employer shall forthwith pay to the worker, in addition to all other amounts due to him, an amount equal to 6 percent of his gross taxable earnings, but not less than 6 percent of, and not exceeding 7.8 percent of his gross ordinary pay calculated for the period then expired of the annual holiday year then current.

(h) For the purpose of calculating the workers average weekly taxable earnings for the year the employer may fix a close off date other than the anniversary date of the workers commencement of employment.

(i) For the purposes of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings.

(j) Ordinary pay for the purposes of this clause shall be as defined in the Annual Holidays Act 1944.

MEAL MONEY

6. Employers shall allow meal money at the rate of 80 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.

GENERAL PROVISIONS

7. (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 \$2.50 shall be made in addition to the rate appropriate at the time.

(c) A clothing and footwear allowance of 1.1 cents per hours shall be paid to all workers.

(d) A towel and soap allowance of 14 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 the 3.5 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.

TERM OF AGREEMENT

8. This agreement in so far as the rates of wages specified in Clause 3 are concerned shall be deemed to have come into force on the 7th day of October 1971 and in so far as all other provisions of this agreement are concerned shall come into force on the day of the date hereof; and this agreement shall continue in force until the 31st day of December 1972.

Signed for and on behalf of Victor Plasters Ltd—

L. C. Goodwin.

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

L. B. Swan.