

**VICTOR PLASTERS LTD. CHRISTCHURCH EMPLOYEES –
INDUSTRIAL AGREEMENT**

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1954, this 12th day of June, 1973 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 subclause (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, 137.5 cents per hour.
 - Labourers – On commencement, 131.0 cents per hour.
 - Leading hand in charge of four or more workers shall receive 75 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 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 90 cents per shift in addition to their ordinary rate of pay.
- (d) Workers employed on day shift shall be paid 20 cents per shift in addition to their ordinary rate of pay.

SERVICE ALLOWANCE

6. Except as hereinafter provided, a service allowance on the following lines shall be paid:

- (a) For continuous service with the same employer exceeding one year, \$1.25 per week.
- (b) For continuous service with the same employer exceeding two years, a further \$1.25 per week making \$2.50 per week in all.
- (c) Service accrued at the date of this award coming into force shall qualify for the allowance.
- (d) The allowance shall not count in the calculation of overtime rates.
- (e) The allowance shall be paid when the worker is on annual holiday.
- (f) The employer shall be entitled to make a rateable deduction from the allowance for time lost by the worker through sickness, accident or the worker's own default.

HOLIDAYS

7. (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

8. (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 employment 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 an 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.

ACCOMMODATION

9. 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

10. Employers shall allow meal money at the rate of 90 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

11. 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

12. 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

13. (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 \$2.60 shall be made in addition to the rate appropriate at the time.

(c) A clothing and footwear allowance of 1.5 cents per hour shall be paid to all workers.

(d) A towel and soap allowance of 16 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 3.5 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.

(f) The employer on request by the secretary of the union shall supply a list of the names and addresses of all employees coming within the scope of this agreement. Such request shall not be made at intervals of less than three months.

JOB DELEGATE

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

TERMINATION OF EMPLOYMENT

15. 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

16. 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

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

“SMOKE-OH”

18. 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

19. (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 fourteen days after his engagement, or after this clause comes into force; as the case may require.

(b) Subject to subclause (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 subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, 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 subclause (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 any 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 purposes 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

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

TERM OF AGREEMENT

21. This agreement insofar as the rates of wages specified in clause 4 are concerned shall be deemed to have come into force on the first day of the pay period in the establishment commencing on or after 6th April, 1973 and insofar as all other provisions are concerned shall come into force on 14th May 1973 and this agreement shall continue in force until the 13th day of May, 1974.

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:

W. B. Brown, President.

F. C. Jones, Assistant Secretary.