

**DOMINION INDUSTRIES, LTD. (LINSEED PRODUCTS DIVISION),
DUNEDIN, EMPLOYEES.—INDUSTRIAL AGREEMENT.**

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 8th day of March, 1943, between the Dominion Industries, Ltd. (Linseed Products Division), Dunedin, and the Otago and Southland Manufacturing Chemists, Preserved Foods, Jam, and Starch Factories' Employees' Industrial Union of Workers, Dunedin.

UPON reading the application made pursuant to Regulation 43A (4) of the Economic Stabilization Emergency Regulations 1942 for approval of the industrial agreement, made on the 8th March, 1943, between the Dominion Industries, Ltd. (Linseed Products Division), Dunedin, and the Otago and Southland Manufacturing Chemists, Preserved Foods, Jam, and Starch Factories' Employees' Industrial Union of Workers, Dunedin, and upon hearing the duly appointed representative of the said union, this Court, having had regard to the general purpose of the said regulations, doth hereby approve of the said industrial agreement for the purposes of the said regulations.

Dated this 29th day of October, 1943.

[L.S.]

A. TYNDALL, Judge.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 8th day of March, 1943, between Messrs. Dominion Industries, Ltd. (Linseed Products Division), Dunedin (hereinafter called "the employer"), of the one part, and the Otago and Southland Manufacturing Chemists, Preserved Foods, Jam, and Starch Factories' Employees' 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 relates

1. This agreement shall apply to the conditions of employment of workers employed in connection with the production of linseed-oil and related products.

Hours of Work

2. (a) The ordinary hours of work for seed, meal, and oil store workers shall not exceed forty per week nor more than eight per day on the five days of the week, Monday to Friday inclusive, between the hours of 8 a.m. and 5 p.m. Four hours shall be worked on Saturday between 7 a.m. and noon at time and a half rates.

(b) The ordinary hours of work of factory workers shall not exceed forty per week, to be worked on five days of the week, Monday to Friday, both days inclusive, and not more than eight hours per day inclusive of half an hour for a meal. Work shall be performed in three shifts and shifts shall rotate. Eight hours, inclusive of half an hour for a meal, shall be worked on Saturday, four hours at the rate of time and a half, and four hours at double time.

Overtime

3. (a) Time worked outside or in excess of the hours prescribed in clause 2 hereof shall be paid at the rate of time and a half for the first four hours and double time thereafter.

(b) Time worked on Sunday shall be paid for at double ordinary rates.

(c) Meal-money at the rate of 1s. 9d. per meal shall be allowed workers required to work more than one hour's overtime after the usual time for ceasing work.

Wages

4. (a) The minimum rates of wages shall be—

	Per Hour.	
	s.	d.
Factory workers	2	8
Seed, meal, and oil store workers ..	2	6

(b) Wages shall be paid in cash weekly in the employer's time.

Increase in Rates of Remuneration

5. The two general orders under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and the 31st March, 1942, respectively, shall have effect according to their tenor.

Holidays

6. (a) The following holidays shall be allowed and paid for: Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Labour Day, Anzac Day, Anniversary Day, the birthday of the reigning Sovereign, Good Friday,

and Easter Monday: Provided that some other day may be substituted for Anniversary Day on the mutual agreement of the union and the employer.

(b) Work performed on any of the above days shall be paid for at double ordinary rates.

(c) Should any of the above holidays fall on a non-working day, the observance of such holiday shall be transferred to the next succeeding working-day.

(d) Day-workers shall be allowed an annual holiday of one week on full pay within each year of service; shift-workers shall be allowed two weeks on full pay within each year of service: Provided that any worker leaving the employment (other than being dismissed for wilful misconduct) after having served three months shall be allowed payment of wages proportionate to the time served in lieu of holidays: Provided further that if a worker fails to report for work on more than five occasions without good reason he shall forfeit two days' holidays for each shift missed.

General Provisions

7. (a) Suitable dining and sanitary accommodation shall be provided for all workers and a suitable place for workers to change and store their clothes.

(b) The employer shall provide gloves where necessary.

(c) A suitable first-aid outfit shall be kept and maintained in a place accessible to workers at all times when work is being carried out.

(d) Ten minutes shall be allowed for refreshment in the morning.

(e) One week's notice of the termination of employment shall be given by either the employer or the worker; but this clause shall not prevent the employer from summarily dismissing a worker for wilful misconduct.

Right of Entry

8. The secretary or other authorized official of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there to interview any workers.

Workers to be Members of the Union

9. It shall not be lawful for the employer to employ or to continue to employ in any position or employment subject to this agreement any person who for the time being is not

a financial member of the Otago and Southland Manufacturing Chemists', Preserved Foods, Jam, and Starch Factories' Employees' Industrial Union of Workers.

The employer shall, on request, but not oftener than once in every three months, supply a list of all workers in the industry to the secretary of the union.

Under-rates Workers

10. Should any worker consider himself incapable of earning the full rates of wages herein prescribed, such worker may agree in writing, subject to the approval of the union, with the employer to accept such lower rate as may be approved by the union. Such agreement shall not be for a longer period than six months and may be reviewed and extended on the mutual agreement of the employer, union, and worker for such period not exceeding six months as may be agreed upon.

Disputes

11. Any dispute in connection with any matter not specifically provided for in this agreement shall be settled between the employer and the secretary of the union, and in default of any agreement shall be referred to the Conciliation Commissioner for the district, who shall either decide the same or refer it to the Court. Should either party be dissatisfied with the decision of the Commissioner, he may appeal to the Arbitration Court within fourteen days of the receipt of such decision by the party desiring to appeal.

Scope of Agreement

12. This agreement shall apply to the linseed-oil factory controlled by Dominion Industries, Ltd., at Dunedin.

Term of Agreement

13. This agreement shall come into operation as from the date hereof, and shall continue in force until the 31st day of January, 1944.

The common seal of Messrs. Dominion Industries, Ltd. (Linseed Products Division), Dunedin, was hereto affixed in the presence of—

[L.S.]

J. C. FLETCHER, Director.
R. O'TOOLE, Secretary.

On behalf of the Otago and Southland Manufacturing Chemists, Preserved Foods, Jam, and Starch Factories' Employees' Industrial Union of Workers—

[L.S.]

W. E. McDONNELL, Secretary.
I. H. BROWN, President.