

**DOMINION INDUSTRIES, LTD., RICCARTON, CEMENT-ASBESTOS
EMPLOYEES.—INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 4th day of May, 1945, between the Canterbury Builders' and General Labourers and Related Workers' Industrial Union of Workers and Dominion Industries, Ltd.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 4th day of May, 1945, between the Canterbury Builders' and General Labourers and Related Workers' Industrial Union of Workers, of the one part, and Dominion Industries, Ltd., of the other part: Now, therefore the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 7th day of May, 1945.

[L.S.]

A. TYNDALL, Judge.

**DOMINION INDUSTRIES, LTD., RICCARTON, CEMENT-ASBESTOS
EMPLOYEES.—INDUSTRIAL AGREEMENT**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 4th day of May, 1945, between the Canterbury Builders' and General Labourers and Related Workers' Industrial Union of Workers (Registered), (hereinafter called "the union"), of the one part, and the Dominion Industries, Ltd., Riccarton (hereinafter referred to as "the employer"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding

upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

Industry to which Agreement relates

1. This agreement shall apply to the manufacture of asbestos-cement sheeting and any other article or product manufactured from a combination of these materials.

Hours of Work

2. Forty hours shall constitute a week's work. The ordinary hours of work shall be eight each day on five days of the week, Monday to Friday inclusive, to be worked between the hours of 7.30 a.m. and 5 p.m., with one hour for lunch.

Shift-work

3. (a) Shifts shall consist of eight hours, and during each shift thirty minutes shall be allowed for a meal without deduction from wages. Five shifts of eight hours per shift shall constitute a week's work.

(b) An allowance of 2s. 6d. per shift in addition to the rates specified in clause 5 shall be paid to shift-workers, with the exception of those workers who are on day shift.

(c) Time worked in excess of eight hours per shift or five shifts per week shall be deemed to be overtime, and shall be paid for in accordance with subclause (b) of clause 4 hereof.

Overtime

4. (a) Time worked on any day outside of or in excess of the hours specified in clause 2 hereof shall be considered to be overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) In the case of shift-workers, time worked in excess of eight hours per shift or in excess of five shifts per week shall be deemed to be overtime, and shall be paid for in accordance with the rate prescribed in preceding subclause (a) hereof.

(c) Any time worked (other than shift-work) before 7.30 a.m. or after 5 p.m., Monday to Friday inclusive, shall be considered as overtime, and shall be paid for as provided in preceding subclause (a) hereof.

Wages

5. The following shall be the minimum rates for adult males:—

	Per Hour.	
	s.	d.
Wet-machine hands, spearmen, &c.	..	2 11
Workers making moulds from drawings or patterns: Under relevant award.		
Workers making moulded articles	..	2 11
Beater-room hands	..	2 11
Workers on sheet cutters or guillotines	..	2 8
General floor hands, packers, stackers, despatchers, &c.	..	2 7½

Leading hands shall receive 1½d. per hour in addition to ordinary rates.

Youths

6. Youths may be employed, subject to the provisions of the Factories Act and its amendments, in the factory. Immature youths not to be employed on heavy or laborious work. The following shall be the minimum rates of wages:—

	Per Week.		
	£	s.	d.
Under 15 years	..	1	10 0
15 to 15½ years	..	1	15 0
15½ to 16 years	..	2	0 0
16 to 16½ years	..	2	5 0
16½ to 17 years	..	2	10 0
17 to 17½ years	..	2	15 0
17½ to 18 years	..	3	0 0
18 to 18½ years	..	3	5 0
18½ to 19 years	..	3	10 0
19 to 19½ years	..	3	15 0
19½ to 20 years	..	4	0 0
Thereafter, adult rates.			

Holidays

7. All workers shall be entitled to an annual holiday on pay as provided in the Annual Holidays Act, 1944, and all holidays under the Factories Act and its amendments.

Termination of Engagement

8. One week's notice by either party shall terminate the employment. Where the employer fails to give the worker one week's notice, he shall pay one week's wages in lieu thereof. The employer shall have the right to summarily dismiss a worker for wilful misconduct.

Crib-time

9. Five minutes in the morning and five minutes in the afternoon shall be allowed as crib-time, and shall be taken at workers' respective stations.

Payment of Wages

10. (a) Wages shall be paid weekly, not later than Thursday of each week, during working-hours. All waiting-time shall be paid for.

(b) When a worker is discharged, he shall be paid without delay; and when a worker leaves the job, he shall be paid within twenty-four hours of leaving. All waiting-time beyond the prescribed time shall be paid for at ordinary rates.

General Provisions

11. (a) Beater-room hands shall be provided with goggles and respirators.

(b) Wet-machine hands shall be provided with clogs (or gum boots) and gloves.

(c) Workers on trim-saws, if water is used, shall be supplied with aprons, gloves, and clogs or gum boots.

(d) Workers engaged cleaning out tanks, pits, and drains shall be provided with thigh-boots.

(e) Piecework and contract work shall be prohibited.

(f) Where workers are required to work outside in wet weather, they shall be supplied with oilskin coats, which shall remain the property of the employer.

Meal-money

12. (a) The employer shall allow meal-money at the rate of 1s. 9d. per meal, except in the case of shift-workers, when workers are called upon to work after 6 p.m., provided such workers cannot reasonably get home for their meals, and provided further that they have not been notified of such overtime on the day preceding the day on which they are required to work overtime.

(b) Where workers are required to work by the employer during the regular meal-times, they shall be paid time and a half rates for the time so worked: Provided that in no case shall a worker be employed for more than five hours without being given the time usually allowed for a meal.

Accommodation

13. (a) The employer shall provide accommodation to enable the workers to change and dry their clothes and have their meals, with facilities for boiling water at meal-times. Adequate sanitary accommodation, including a constant supply of water for washing and drinking purposes, shall be provided by the employer.

(b) A weather-proof bicycle-stand shall be provided for bicycles only.

Accidents

14. Modern first-aid emergency cases, fully equipped, shall be kept in convenient and accessible places in the establishment.

Tools

15. All tools shall be provided by the employer, except in the moulding-shop, where workers shall provide their own rules and tools of like nature; also, workers employed under other awards shall comply with the provisions of such awards.

Under-rate Workers

16. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to

have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of the employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Workers to be Members of Union

17. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Right of Entry

18. The secretary or other authorized officer of the union shall be entitled to enter at all reasonable times upon the premises of any employer bound by this agreement for the purpose of interviewing any workers, with the consent of the employer or his representative, such consent not to be unreasonably withheld, but not so as to interfere unreasonably with the employer's business.

Display of Agreement

19. The employer shall display in each establishment and in a conspicuous place a copy of this agreement.

Increase in Rates of Remuneration

20. All rates of remuneration, including time and piece wages and overtime, and any other special payments provided for in this agreement shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively.

Disputes Committee

21. The essence of this agreement being that the work of the employer 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 specifically dealt with in this agreement, every such dispute or difference shall be referred to a 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 the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Term of Agreement

22. This agreement shall come into force on the 1st day of April, 1945, and remain in force until the 1st day of April, 1946.

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

Signed on behalf of the Canterbury Builders' and General Labourers' and Related Workers' Industrial Union of Workers—

[L.S.]

HERBERT EDWIN BARNESLEY, President.
JAMES SHANKLAND, Secretary.

Signed on behalf of Dominion Industries, Ltd.—

Dominion Industries, Ltd.:

J. S. FLETCHER, Director.
C. M. GURR, Accountant.