

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

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 1st day of October, 1947, between 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.

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 1st day of October, 1947, between Dominion Industries, Ltd. (Linseed Products Division), Dunedin, of the one part, and the Otago and Southland Manufacturing Chemists, Preserved Foods, Jam and Starch Factories' Employees' Industrial Union of Workers, 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 14th day of October, 1947.

[L.S.]

A. TYNDALL, Judge.

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

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 1st day of October, 1947, 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' Union of Workers (hereinafter called "the union"), of the 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 additional hours shall be worked on Saturday if required by the employer, between 7 a.m. and noon at time and a half rates, and if required by the employer up to an additional four hours at double time.

(b) The ordinary hours of work for factory workers, excluding shift-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 additional hours shall be worked on Saturday if required by the employer between 7 a.m. and noon at time and a half rates, and if required by the employer up to an additional four hours at double time.

(c) The ordinary hours of work for factory shift-workers shall not exceed forty per week, to be worked on five days of the week, Monday to Friday 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 additional hours, inclusive of half an hour for a meal, shall be worked on Saturday if required by the employer—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 2s. 6d. 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 (other than shift-workers)	3	4 $\frac{3}{4}$
Factory shift-workers	3	4 $\frac{3}{4}$
Seed, meal and oil store workers	3	4 $\frac{3}{4}$

A shift allowance of 3s. per shift extra shall be paid for shifts worked outside the ordinary hours—8 a.m. to 5 p.m.—provided that when more than eight hours are worked a proportionate amount extra shall be paid according to time worked.

(b) Leading hands shall be paid 15s. per week extra.

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

(d) Female workers may be employed on work agreed upon between the union and the employer at not less than the following rates:—

				Per Week.		
				£	s.	d.
Under 16	1	8	0
16 to 16 $\frac{1}{2}$	1	13	0
16 $\frac{1}{2}$ to 17	1	18	0
17 to 17 $\frac{1}{2}$	2	3	0
17 $\frac{1}{2}$ to 18	2	9	6
18 to 18 $\frac{1}{2}$	2	17	0
18 $\frac{1}{2}$ to 19	3	3	0
19 to 20	3	10	0
20 to 21	3	16	0
Thereafter	4	1	6

Holidays

5. (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) All employees shall be allowed an annual holiday of two weeks at ordinary rates of pay within each year of service, and the employer shall allow such holiday to the worker within six months after he has become entitled to it, at such time within that period of six months as is convenient to the employer: Provided that if the worker and the employer so agree, the holiday may be taken in two periods of one week each, and the holiday and any such part thereof may be taken wholly or partly in advance of the due date: Provided that where the employment of the employee is terminated at the end of a period of employment of less than one year but for three months or more the employer shall immediately pay to the worker, in addition to all other amounts due to him, an amount equal to one twenty-fifth of his ordinary pay, less social and national security taxes, for that period of employment: Provided further that where the employment of the employee is terminated at the end of a period of employment of less than three months, the employer shall immediately cause to be affixed to the worker's holiday card uncanceled postage-stamps of an amount equivalent to one twenty-fifth of the worker's ordinary pay for that period of employment. The employer shall endeavour to allow the annual holiday during the Christmas-New Year period, but if in the opinion of the employer it would be impracticable for any reason to allow the annual holiday during such period, such holiday shall be allowed during the months of January or February immediately following or, if both the employer and the worker agree, at some other period during the year.

General Provisions

6. (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 supply gloves and clogs where necessary.

(c) A suitable first-aid kit shall be kept or 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.

(f) Workers shall be supplied with leather aprons or overalls as may be reasonably necessary. Where any such protective clothing is, in the opinion of the employer, necessary, the employer shall decide whether an apron or overall, or both, shall be used on any particular work.

Right of Entry

7. 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 interview any workers.

Workers to be Members of the Union

8. 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-rate Workers

9. 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

10. 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

11. This agreement shall apply to the linseed-oil and linseed-products undertaking controlled by Dominion Industries, Ltd., at Dunedin.

Term of Agreement

12. This agreement shall be deemed to have come into force on the 1st day of October, 1947, and shall continue in force until the 31st day of December, 1948.

Signed on behalf of Dominion Industries, Ltd. (Linseed Products Division), Dunedin.

F. M. HANAN, Solicitor and Agent.

Signed on behalf of the Otago and Southland Manufacturing Chemists', Preserved Foods, Jam and Starch Factories' Employees' Industrial Union of Workers.

W. C. McDONNELL, Secretary.
