

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 Regulations 1950; and in the matter of the industrial agreement made on the 10th day of July, 1951, between the Canterbury General and Builders' Labourers and Related Workers Industrial Union of Workers and the Dominion Industries, Limited, Riccarton.

WHEREAS by the Economic Stabilization Regulations 1950 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 10th day of July, 1951, between the Canterbury General and Builders' Labourers and Related Workers Industrial Union of Workers, of the one part, and the Dominion Industries, Limited, Riccarton, 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 23rd day of August, 1951.

[L.S.]

A. TYNDALL, Judge.

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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 10th day of July, 1951, between the Canterbury General and Builders' Labourers' and Related Workers' Industrial Union of Workers (Registered), (hereinafter called "the union"),

of the one part, and the Dominion Industries, Limited, 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 of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

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#### 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.

The meal interval may be varied by mutual arrangement between the parties but shall not be less than thirty minutes.

##### *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 3s. per shift in addition to the rates prescribed in clause 5 shall be paid to shift workers with the exception of those workers on the day shift.

##### *Overtime*

4. (a) Time worked on any day outside 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 three hours worked on Monday, Tuesday, Wednesday, Thursday, Friday or Saturday 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.

(d) All time worked on Sunday shall be paid for at double ordinary rates with a minimum payment as for two hours work.

(e) All time worked on award holidays shall be paid for at double ordinary rates plus eight hours holiday time as specified in the annual holidays act with a minimum payment as for two hours work.

## Wages

	s.	d.
5. Green Sheet Department—		
Deputy foreman .....	4	7
Wet machine attendant—		
4-12 shift .....	4	5
8-4 shift .....	4	4
Leading hand—		
Beater .....	4	3
Raw material handler .....	4	1
Instruction and relief wet machinist .....	4	1
Spearman—		
1st class .....	4	1
2nd class .....	4	0
Ball mill operator—Senior .....	4	0
Ball mill operator .....	3	11
Beater operator .....	4	1
Disintegrator operator .....	3	11
Raw material handler .....	3	11
Layer out—Wet machine .....	3	11
Repulper operator .....	3	11
Cutting table operator .....	3	11
Corrugating hand .....	3	11
Siding and flats outfeed hand .....	3	10
Processing Department—		
Deputy foreman .....	4	7
Leading hand—		
4-12 shift .....	4	4
12-8 shift .....	4	4
8-4 senior .....	4	3
8-4 .....	4	3
8-4 cratemaker .....	4	1
Punch press operator .....	4	0
Fork truck operator .....	4	0
Autoclave operator .....	3	11
Clipper—Flats .....	3	11
Embossers .....	3	11
Stripper—		
Corrugates .....	3	11
Flats .....	3	11
Clipper—Corrugates .....	3	11
Siding grader .....	3	11
Crater and rack loader .....	3	11
Siding packer and strapper .....	3	10
Crate saw operator .....	3	10
Cratemaker .....	3	10
Feeder to crate saw operator .....	3	10
Moulding Shop—		
Deputy foreman .....	4	6
Leading hand moulder .....	4	3
Mould maker .....	4	1
Moulder 1st class .....	4	1
Band Saw Operator .....	4	0
Moulder 2nd class .....	4	0
Cleaner and buffer .....	3	11

## Despatch Department—

	s.	d.
Leading hand—		
Moulding crating .....	4	2
Despatch .....	4	2
Despatch hand .....	4	0
Despatch driver .....	4	0
Moulding crating .....	3	11

The foregoing rates include all payments for dirt money or other conditions of each job unless other penalties are specifically mentioned in this agreement.

*Youths*

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

	£	s.	d.
Under 16 years of age .....	3	1	3
16 to 16½ .....	3	10	3
16½ to 17 .....	3	17	0
17 to 17½ .....	4	4	0
17½ to 18 .....	4	11	9
18 to 18½ .....	4	19	9
18½ to 19 .....	5	6	9
19 to 19½ .....	5	14	0
19½ to 20 .....	6	3	0

Thereafter adult rates.

*Increase in Rates of Remuneration*

7. All rates of remuneration including time and piece wages and overtime and other special payments prescribed in this award but excluding payments relating to tools, bicycles, motor vehicles, clothing or footwear shall be subject to the provisions of the General Order dated the 30th day of January, 1951, increasing rates of remuneration by 15 per cent.

*Holidays*

8. 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, and Show Day.

*Termination of Employment*

9. 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*

10. Ten minutes in the morning and ten minutes in the afternoon and the corresponding breaks for shift workers shall be allowed as crib-time.

*Payment of Wages*

11. (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 the twenty-four hours of leaving. All waiting-time beyond the prescribed time shall be paid for at ordinary rates.

*General Provisions*

12. (a) All workers shall be entitled to receive on request, one pair of overalls after three months' continuous service with the employer and one pair at the end of each succeeding period of six months continuous service thereafter.

(b) Beater room hands shall be provided with gloves. Goggles and respirators shall be provided on request.

(c) Wet machine hands shall be provided with gloves and clogs.

(d) Workers shall be provided with gloves or mits where necessary.

(e) Workers required to clean out tanks, pits and drains shall be supplied with knee or thigh gum boots.

(f) Where workers are required to work outside in wet weather, they shall be supplied with oilskin coats, leggings and sou'westers.

(g) Piece and contract work shall be prohibited.

(h) All equipment supplied under clause 12 to remain the property of the employer.

*Meal Money*

13. (a) The employer shall allow meal money at the rate of 3s. per meal to workers required to work overtime beyond two hours after the usual time for ceasing work, 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*

14. (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*

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

*Tools*

16. All tools shall be supplied by the employer and shall remain the property of the employer.

Workers employed under other awards shall be covered by provisions of said other awards, and shall comply with same.

*Under-rate Workers*

17. (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*

18. (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*

19. 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*

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

#### *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 herewith 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 11th day of July, 1951, and remain in force until the 11th day of July, 1952.

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

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

J. HARRIS, President.

JAS. SHANKLAND, Secretary.

Signed on behalf of Dominion Industries, Ltd.:—

J. S. FLETCHER, Managing Director.

C. J. MAINDONALD, Manager.