

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

[Filed in the Office of the Clerk of Awards, Dunedin]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this seventeenth day of September, 1953, 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 and the New Zealand Engine Drivers, River Engineers, Marine Engine Drivers, Greasers, Firemen and Assistants' 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, and factory workers (other than 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 6 p.m.

(b) The ordinary hours of work for factory shift workers and boiler house workers shall not exceed forty per week to be worked on five days of the week inclusive of 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. When shifts are required to be worked on Saturday and Sunday three hours at time and a half rates shall be paid and five hours at double rates shall be paid on Saturday and on Sunday all time worked shall be paid for at double rates.

*Overtime*

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

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

(c) Meal money at the rate of 3s. 6d. per meal shall be allowed workers requiring to work more than one hour's overtime in any one day after the usual time for ceasing work or after 1 p.m. on Saturday or on Sunday.

*Wages*

4. (a) The minimum rates of wages of factory and store workers shall be :—

	Per Hour	
	s.	d.
Refinery workers .. .. .	4	11 $\frac{1}{4}$
Assistant expeller room hands .. .. .	4	9 $\frac{1}{4}$
Skilled expeller room hands .. .. .	4	11 $\frac{1}{4}$
All other workers .. .. .	4	9

(b) The minimum rate of wages for workers required by the nature of their work to hold a certificate pursuant to section 37 of the Boilers, Lifts, and Cranes Act, 1950, shall be 5s. 1 $\frac{1}{4}$ d. per hour. The minimum rate of wages for greasers shall be 4s. 9d. per hour.

(c) A shift allowance of 3s. 6d. per shift extra shall be paid for shifts worked outside of 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.

(d) Leading hands shall be paid 17s. 3d. per week extra.

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

(f) An assistant expeller room hand shall qualify as a skilled hand after twelve months' service.

#### *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 employer and the workers' unions.

(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) Except as provided in the next subclause workers shall be allowed two weeks' annual holiday at their ordinary weekly earnings for a forty hour week.

(e) Regular shift workers and workers who have ten years' service, shall be allowed three weeks' annual holiday at their ordinary weekly earnings for a forty hour week provided that by agreement between the employer and the worker concerned the holiday may be taken in two periods.

(f) Any worker whose employment is terminated and who has less than twelve months service shall be granted an allowance for annual holiday proportionate to the time served.

#### *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 clothing.

(b) The employer shall supply gloves and clogs where necessary.

(c) A suitable first aid kit 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 morning and afternoon.

(e) One week's notice of the termination of employment shall be given by either the employer or the worker, but this 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 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 is reserved to make a weekly clothing allowance in lieu of overalls. Overall allowance usually 1s. 6d. per week.

#### *Travelling Time*

7. Any shift worker required to commence or to cease work after the cessation of public wheeled traffic or before the ordinary time of starting of such traffic shall be paid one hour's pay at ordinary rates as travelling time.

#### *Dirt Money*

8. (a) When workers are required to enter flues or back end smoke boxes for the purpose of cleaning them or to chip and/or clean the interior of boilers they shall be paid 1s. 2d. per hour extra. When they are required to clean tubes with brush or scraper they shall be paid 2s. 4d. per day extra.

(b) Conditions to apply to any particular job which is unusually dirty shall be arranged between the employer and the secretary of the union.

*Laboratory Assistant*

9. At the discretion of the employer it is agreed that a chemist on the Laboratory Staff may be transferred into the factory to assist in those departments where a chemist's knowledge is necessary to maintain maximum technical efficiency and such worker shall not be subject to the provisions of this agreement irrespective of the nature of the work which he may for the time being carry out. Not more than one such worker shall be employed in the factory except by agreement between the union and the employer.

*Right of Entry*

10. 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 Union*

11. 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 member of the appropriate union subject and party to this agreement.

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

*Under-rate Workers*

12. 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 rates as may be approved by the union. Such agreement shall not be for a period longer than six months, but may be reviewed and extended on the agreement of the employer, the union, and the worker for such further period as may be agreed upon.

*Disputes*

13. 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 Court of Arbitration within fourteen days of the receipt of such decision by the party desiring to appeal.

*Scope of Agreement*

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

*Term of Agreement*

15. This agreement shall come into force on the 30th day of September, 1953, and shall continue in force until the 30th day of September, 1954.

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

DAVID A. BELL, 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.

Signed on behalf of the New Zealand Engine Drivers, River Engineers, Marine Engine Drivers, Greasers, Firemen and Assistants' Industrial Union of Workers :

W. C. McDONNELL, Agent.