

(4227.) NORTHERN DISTRICT FLAX-MILLS EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Waikato Flax-mills' Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Flax Contractor—

Cronan, P., Mercer.

Flax-millers—

Black, M., Tuakau.

Bray and Gillibrand, Mangonui.

Brewer and Henderson, Ruatangata.

Cheshire and Sewell, Ngaruawahia.

Clare, H. P., Flax-mill.

Cursons and Son, Ohinewai.

Dean, H., Mercer.

Dean, Richard, Rangiriri.

Eckert, R., Manawaru, via Te Aroha.

Entwestle, K., Tuakau.

Fergy, George, Ohinewai.

Foster, R., Otira, Kawakawa.

Frost Bros., Onewhero, Tuakau.

Frost Bros., Tokatoka.

Garretty, P., Tuakau.

Garriety and Co., Te Puke.

Gill, B., Matahura Valley, Ohinewai.

Goohue Bros., Kawakawa.

Green Bros., Te Awamutu.

Harding Bros., Tangiteroria.

Harrison and Co., Tangiteroria.

Hunter and Freeman, Ohinewai.

Hunter Bros., Patetonga, via Morrinsville.

Jensen, A., Waipapakauri.

Lapwood Bros., Onewhero, Tuakau.

Lexton, Henry, Te Teko.

Liggons and Smith, Waitoa, near Te Aroha.

McEwen and Co., Te Puke.

McGill and Douglas, Pokeno.

Mends and Co., Paengaroa.

Norman and Davis, Whakatane.

Palour and Co., Morrinsville.

Pekin and Keating, Maramarua, Mercer.

Phillips, R., Morrinsville.

Poole and Petrie, Mangaiti, via Te Aroha.

Sabrisky Bros., Port Awanui.

Seifert, F., Tauhei.

Flax-millers—continued

Tait and McEwen, Te Puke.

Thompson and Co., Matahura Valley, Ohinewai.

Vincent, C. J., Churchill, Rangiriri.

Walker, J., Whangarei.

Yates and Co., Te Puke.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 1st day of March, 1916, and shall continue in force until the 1st day of March, 1918, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of March, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) Except where otherwise expressly provided the week's work shall not exceed forty-eight hours, exclusive of the time necessarily occupied by any worker coming under the provisions of this award in getting up steam for machinery in the mill or

works in which he shall be employed, and exclusive, in the case of a driver, of the time required for necessary attendance to horses.

(b.) Each employer shall be entitled to arrange such hours of work according to the exigencies of his particular business, and such hours may be worked in shifts, either by day or night shifts, but so that in any event work shall cease not later than 1 p.m. on Saturday. In the event of flax arriving by train on Saturday morning, which in the opinion of the employer in the particular mill concerned would become damaged unless it were dealt with immediately, such necessary work shall be done on Saturday afternoon at ordinary rates, overtime to be payable only after forty-eight hours have been worked.

(c.) The provisions of this clause shall not apply to the work of cooks or their assistants.

Overtime.

2. Any time worked in excess of forty-eight hours in any week, or nine hours in any one day on each of the first five working-days of the week and after 1 p.m. on Saturday, shall be considered overtime, except as provided in clause 1 hereof, and shall be paid for at the rate of time and a quarter for the first two hours and thereafter at the rate of time and a half.

Holidays.

3. (a.) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, and the day on which the union holds its annual picnic. Work done on Christmas Day, Good Friday, or Sunday shall be paid for at the rate of double time, and work done on any of the other holidays shall be paid for at the rate of time and a half: Provided that, with regard to paddockers and fibre-carters, the rate shall be for the first two hours time and a quarter and thereafter time and a half.

(b.) Drivers shall not be entitled to be paid for attendance to horses on Sundays or holidays.

Wages and Rates of Pay.

4. The following shall be the minimum rates of pay for the several classes of work:—

(a.) Stripper-keeper, 1s. 9d. per hour; automatic scutcher, 1s. 5d. per hour; bench-loaders, 1s. 2d. per hour; paddockers, 1s. 2½d. per hour; tow-shakers, 1s. 2d. per hour; feeders, 1s. 4d. per hour; sorters, 1s. 2d. per hour; labour not specified, 1s. 2d. per hour; washers, 1s. 2¼d. per hour.

(b.) Drivers for driving and attending to one or more horses, £2 12s. 6d. per week. No deduction shall be made from this weekly wage for bad weather or holidays or for any cause other than for time lost through the worker's default, and this wage shall

include attendance to horses on Sundays, week-days, and holidays.

(c.) The minimum wage for piecework paddocking (which means and includes all work from taking the fibre off the poles and stacking the same in the scutching-shed) shall be, from the 1st April to the 30th September inclusive, £1 3s. 6d. per ton; from the 1st October to the 31st March, £1 per ton. When carting is done 5s. per ton shall be added to the foregoing rates.

(d.) When tail-cutting is done by paddockers an additional 2s. 3d. per ton shall be paid.

(e.) The minimum rate for cutting flax shall be 5s. 6d. per ton. "Cutting flax" shall mean and include cutting, tying, carrying, and stacking at a convenient place for loading in trucks or drays.

(f.) The minimum rate for hand-scutching shall be £1 8s. per ton.

(g.) Scales shall be provided by the employer.

(h.) The wages of cooks and their assistants shall be settled by agreement between the employer and the worker.

Employment of Youths.

5. Employers may employ youths in or about the work of flax-milling at not less than the following rates: From sixteen to seventeen years of age, 15s. per week; from seventeen to eighteen years of age, £1 per week; from eighteen to nineteen years of age, £1 5s. per week; from nineteen to twenty years of age, £1 10s. per week; from twenty to twenty-one years of age, £1 15s. per week.

Payment of Wages.

6. Wages shall be paid weekly or fortnightly as may be agreed, or when a worker shall have been discharged or shall voluntarily have left his employment. Wages shall be paid in cash if required by the worker, and may, at the option of the employer, be paid either at the mill or at the nearest town wherein a bank is situated.

Board for Workers.

7. Where board is provided for workers the food shall be sufficient in quantity and of good quality, and the charge therefor, whether board shall be provided directly by the employer or by any person under contract with him, shall not exceed 17s. 6d. per week, nor shall any additional charge be made by way of rent for use of buildings, payment for use of cooking-utensils, or otherwise howsoever.

Provisions as to Smoking.

8. (a.) Workers shall not smoke cigars or cigarettes in the swamp, and shall not smoke at all when handling or in proximity to dry fibre.

(b.) Each employer shall, if desired, allow his workers an interval of at least ten minutes in the forenoon and ten minutes in

the afternoon for smoking, but workers shall not be paid for the time so allowed. The employer shall have the right to fix the places for smoking, and when fixed a worker shall not smoke in any other place, and they shall use pipe-caps if supplied by the employer.

Under-rate Workers.

9. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award 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 Factories of every agreement made with a worker pursuant hereto.

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

Preference.

10. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within one calendar month after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without

ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

General.

11. When trams are laid all flax must be weighed at the tram-head, provided that where impracticable to weigh at the tram-head or where the flax is "boated" or carted it shall be weighed at the mill, and all weights and weighings shall be available to cutters or their representatives.

12. Except as regards flax-cutting, firewood-cutting, tramping, tram-laying, paddocking, and scutching no piecework shall be allowed, but employers may have all or any part of their work done by contract, and the employer shall stipulate that contractors who employ any workers shall observe the provisions of this award so far as the same shall be applicable to such workers.

13. Milling may be worked on piecework, provided that piecework rates are mutually agreed upon between the Employers' Association and the union.

14. When trams have been laid it shall not be obligatory upon cutters to place their flax on the trams. Should the flax lie in the swamp longer than two clear days an average per bundle of the cutter's previous rates shall be taken, and payment shall be made accordingly. This provision shall apply if it is found impossible to get the flax out of the swamp.

15. In the event of flax being cut more than $1\frac{1}{2}$ chains from the tram the cutter shall carry it to the $1\frac{1}{2}$ chain mark and there stack it. The employer shall provide labour for carrying the additional distance and for loading the flax.

16. When flax is carted the miller shall provide the necessary labour for roads. In the event of flax-drays being stuck, causing extra carrying or reloading, then the cutter shall be paid for time so lost.

17. If scutchers are not provided with bands they shall be paid 1s. per ton extra for them. Stripper-keepers shall be permitted to repair the scutching-apparatus whenever repairs are required.

18. Scutchers shall not be required to keep the tow-hole clear of tow: Provided that in mills where the output does not exceed $2\frac{1}{2}$ tons per man scutching per week, or two men scutching 4 tons per week, it shall be permissible for the scutchers to arrange with the employer to pole the tow and keep the tow-hole clear. In no case shall this clause apply to any mill employing more than two scutchers.

19. If workers have attended at the mill when it is not intended to work the mill they shall be entitled to receive two hours' pay, unless the stoppage of the mill shall be due to causes beyond the control of the employer, or unless such workers before attending at the mill shall have received notice that work will not commence. If workers remain at the mill at the request of the employer and

pending any repairs to the mill being effected they shall be paid for all time during which they shall so remain.

20. No worker shall be compelled to board at the cookhouse. In cases where men board at the cookhouse a proportionate allowance shall be made for every day they are absent, provided twenty-four hours' notice be given of intention to be absent.

21. Nothing in this award shall apply to the members of an employer's family if working in or about the mill.

New Machinery.

22. In the event of new machinery being introduced into any flax-mill, or new processes of manufacture being adopted which alter the nature or amount of work necessary in connection with any operation in the manufacture of hemp, the rates of pay for such work shall be arranged by mutual arrangement between the Employers' Association and the union. Failing such agreement the matter shall be referred to the Conciliation Commissioner for the district, and if his decision is not acceptable to either party the matter shall be referred to the Court of Arbitration for settlement.

Piecework Paddockers.

23. When paddocking is done by piecework the piecework paddockers shall have the right to engage and discharge their own workers.

Term of Award.

24. (a.) This award shall come into force as from the 1st day of March, 1916, and shall continue in force until the 1st day of March, 1918.

(b.) The Court reserves the power to suspend, alter, amend, or vary any of the provisions of this award either of its own motion or, with the leave of the Court first obtained, upon the application of any party to this award.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 24th day of March, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendation of the Council of Conciliation, which the parties agreed to accept.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.