

WELLINGTON INDUSTRIAL DISTRICT **WOOLPACK AND TEXTILE  
WORKERS.**—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Manawatu Flaxmill and Flax Textile Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employers") :—

The New Zealand Woolpack and Textiles, Ltd., Foxton.

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, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 30th day of August, 1937, and shall continue in force until the 30th day of August, 1938, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 23rd day of August, 1937.

[L.S.]

P. J. O'REGAN, Judge.

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SCHEDULE.

*Hours of Work.*

1. (a) The hours of work shall not exceed forty-four per week.
- (b) An interval of at least three-quarters of an hour shall be allowed for the midday meal.

*Wages and Rates of Pay.*

2. Adult male workers shall be paid not less than 2s. per hour.

*Employment of Youths.*

3. Youths may be employed at not less than the following rates :—

				Per Week.		
				£	s.	d.
First six months ..	..	..	..	1	0	0
Second six months ..	..	..	..	1	5	0
Third six months ..	..	..	..	1	10	0
Fourth six months ..	..	..	..	1	15	0
Third year ..	..	..	..	2	2	6
Fourth year ..	..	..	..	2	12	6
Fifth year ..	..	..	..	3	2	6
Thereafter the rate for adults :						

Provided that no worker over twenty-one years of age shall be paid less than the basic rate for the time being in force.

*Employment of Females.*

4. Females may be employed at not less than the following rates :—

				Per Week.		
				£	s.	d.
First six months ..	..	..	..	0	16	0
Second six months ..	..	..	..	1	0	0
Third six months ..	..	..	..	1	4	0
Fourth six months ..	..	..	..	1	8	0
Fifth six months ..	..	..	..	1	12	0
Sixth six months ..	..	..	..	1	16	0
Fourth year ..	..	..	..	2	1	0
Thereafter ..	..	..	..	2	7	6

Provided that no worker over twenty-one years of age shall be paid less than the basic rate for the time being in force.

*Night Shift.*

5. Workers on night shift shall receive 1s. per shift extra.

*Overtime.*

6. All time worked in excess of the hours mentioned in clause 1 hereof shall be considered overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

*Holidays.*

7. The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, Anzac Day, and Boxing Day. Work done on these days or Sunday shall be paid for at the rate of double time.

*Piecework.*

8. The rates for pieceworkers shall be fixed by arrangement between the management and the union, but shall in any case be not less than will return to a competent worker not less than 10 per cent. more than the rates specified in clauses 2, 3, and 4 hereof.

*Right of Entry upon Premises.*

9. The secretary or other authorized officer 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, but not so as to interfere unreasonably with the employer's business.

*Wages and Time Record.*

10. Every employer bound by this award shall keep a time and wages book in which shall be correctly recorded by each employer (a) the name of every worker employed, (b) the kind of work on which he or she is employed, (c) the daily hours of his or her employment, (d) the wages paid each week, and (e) the starting and finishing times of all workers.

*Extension of Hours under Factories Act.*

11. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by such award.

*Disputes.*

12. If any matter not provided for or if any dispute or difference shall arise between the parties bound by the award or any of them whether as to its construction or meaning, or as to any other matter whatever arising out of or connected therewith, every such dispute or difference as the same shall arise shall be referred to a committee to be composed of a representative of the employers and employees for their decision. The decision of the majority of the committee shall be binding, and if they are unable to arrive at a decision either party may refer the matter in dispute to the Conciliation Commissioner for settlement.

*Under-rate Workers.*

13. (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 Awards 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.

*Workers to be Members of Union.*

14. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(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 award 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.)

*Scope of Award.*

15. This award shall operate throughout the Wellington Industrial District.

*Term of Award.*

16. This award shall come into force on the 30th day of August, 1937, and shall continue in force until the 30th day of August, 1938.

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 23rd day of August, 1937.

[L.S.]

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P. J. O'REGAN, Judge.

## MEMORANDUM.

The principal matters referred to the Court were hours and wages. These the Court has settled. In view of the fact that the company has made large losses, but is still endeavouring to establish this industry, the Court has framed the award with as much elasticity as possible in order to preserve the interests of the employees without unduly hampering the efforts of the company to establish an industry which should be of material benefit to the Dominion. It has therefore fixed the working-hours at forty-four and has taken all the special circumstances of the case into consideration in fixing the rates of wages.

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P. J. O'REGAN, Judge.