

**CANTERBURY ROPE, TWINE, AND FLAX MILL EMPLOYEES—
AWARD**

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Canterbury Rope, Twine, and Flax Mill Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employers") :—

Andrews Twine Co., Ltd., Waikuku.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 respectfully 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 as hereinafter provided and shall continue in force until the 31st day of October, 1951, 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 11th day of November, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Application of Award

1. This award shall apply to the rope, twine, and flax industry.

Hours of Work

2. (a) An ordinary week's work shall not exceed forty hours. Except in the case of night shifts, not more than eight hours shall be worked on each of the first five days of the week between 7.30 a.m. and 5 p.m.

(b) Notwithstanding anything contained in subclause (a) hereof, shifts may be worked as required by the employer. Eight hours shall constitute a full shift, and all shifts shall be worked between Monday and Friday, both days inclusive. Thirty minutes' crib-time shall be allowed shift-workers without any deduction from pay.

(c) Night-shift workers shall be paid not less than 2s. 6d. per shift in addition to the rates prescribed.

(d) A worker required to work for less than three shifts consecutively shall not be deemed to be a shift-worker, but shall be paid for such work at overtime rates.

Wages and Classification

3. The minimum rates of pay for adult male workers shall be as follows:—

	Per Hour.	
	s.	d.
Twine-mill workers	3	7½
Flax-mill workers	3	7½

Youths

4. (a) Youths may be employed in the proportion of one youth to every two men employed.

(b) The minimum wages payable to youths shall be as follows:—

	Per Week.		
	£	s.	d.
First six months	2	0	0
Second six months	2	10	0
Third six months	3	0	0
Fourth six months	3	10	0
Third year	4	0	0
Fourth year	5	0	0

Thereafter the minimum wage for adult workers.

(c) No deduction shall be made from the weekly wages prescribed herein except through the worker's sickness, accident, or default, or through breakdown in machinery.

(d) Not less than one week's notice shall be given by either party of the termination of the employment, but nothing in this clause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

Female Workers

5. Female workers may be employed at rates and conditions to be agreed upon between the union and the employer: Provided that the approval of a Wages Commissioner shall be obtained in each case.

Overtime

6. All time worked in any one day outside or in excess of the hours prescribed in clause 2 hereof shall count as 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. (a) Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act, 1944.

(b) The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign, or any day observed in lieu thereof.

(c) Payment for the above holidays shall be made in accordance with the Factories Act, 1921-22, and its amendments.

(d) For work done on any of the above-mentioned holidays or on Sundays, double ordinary rates shall be paid.

(e) In addition to the holidays mentioned in subclause (b) hereof, the 2nd day of January, when it falls on an ordinary working-day, and Show Day shall be paid holidays for all workers who have been employed for at least four days during the week ending on the day on which the holiday occurs.

(f) For work done on either of the days mentioned in subclause (e) hereof, time and a half rates shall be paid.

Meal Interval

8. No worker shall work continuously for more than four and a quarter hours without a meal, except on special occasions, when the interval may be extended to five hours by mutual agreement.

Payment of Wages

9. All wages shall be paid weekly not later than Thursday.

Accommodation

10. Dining and dressing accommodation and proper sanitary conveniences, and facilities for washing and boiling water at meal-times, shall be provided.

Termination of Employment

11. (a) Eight working-hours' notice of termination of the services of any worker shall be given by the employer to the worker or by the worker to the employer; but this shall not affect the right of either party to terminate the employment without notice for good cause.

(b) Where the employment is terminated, the worker shall be paid all wages due within fifteen minutes of the termination of employment. Payment may be made by cheque.

Aprons, Gum Boots, and Overalls

12. Aprons, gum boots, or overalls shall be supplied to all flax-mill workers.

Right of Entry

13. 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.

Meal-money

14. Where workers are required to work overtime after 6 p.m. the employer shall allow the worker meal-money at the rate of 2s. 6d. per meal.

First-aid Kit

15. A suitable first-aid outfit, fully equipped, shall be kept in a convenient and accessible place.

Matters Not Provided For

16. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the matter or refer

the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Under-rate Workers

17. (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 wages 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

18. (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

19. This award shall apply to the parties named herein and to such other parties as may be joined by the Court.

Term of Award

20. This award, in so far as it relates to wages, shall be deemed to have come into force on the 31st day of October, 1949, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of October, 1951.

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 11th day of November, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement reached by the assessors in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.