

LINEN FLAX CORPORATION OF NEW ZEALAND LINEN-FLAX WORKERS—  
AWARD

In the Court of Arbitration of New Zealand, Canterbury Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Workers Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned corporation (hereinafter called “the employers”):

Linen Flax Corporation of New Zealand, Geraldine.

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 as hereinafter provided and shall continue in force until the 31st day of March 1962 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 27th day of May 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

*Hours of Work*

1. The hours of work for all workers (except those who are doing work which necessitates a continuous operation—see special provisions) shall not exceed 40 hours per week and shall consist of eight hours per day, to be worked between the hours of 7 a.m. and 6 p.m. on each day of the week, Monday to Friday inclusive: Provided, that in the case of shift work, shifts may be worked in accordance with special provisions hereunder set out. Any time worked before or after the usual hours of commencing or finishing work shall be counted as overtime and paid accordingly, whether the worker has completed the full 40 hours or not. Workmen, other than men already working such shifts, may be required, as the manager directs, to work on retting straw or other necessary work on Saturdays, Sundays, statutory, or other holidays at the appropriate overtime rates of pay.

*Special Provisions for Shift Workers*

2. (a) In any process in connection with the linen-flax industry the essential features of which necessitate work being carried on by two or more shifts continuously, the following conditions shall apply; a working-week shall consist of 40 hours, to be worked as follows: each shift shall comprise eight hours, the time of starting and finishing to be arranged between the factory-manager and the union's representative. Any time worked in excess of the eight hours per shift or time worked before or after the arranged time of starting or finishing the shift shall be counted as overtime and paid for accordingly. By mutual arrangement between the factory-manager and the union representative, shifts may be rotated.

(b) Where two or more shifts are worked and rotated, half an hour shall be allowed for meal-time and paid for as if worked. (See special allowances for shift-work, subclauses (d) and (e) of clause 5, where shifts are not all rotated.) Where shifts are not rotated, each shift, other than the day shift shall work eight hours, inclusive of half an hour for crib. The crib-time shall be paid for as if worked.

*Drivers of Tractors and Assistants*

3. The normal hours of work for tractor-drivers and assistants while engaged with a pulling machine on a farm shall be between 7 a.m. and 6 p.m.

In the event of a tractor being temporarily out of commission for any reason, the driver (or operator) may be employed on work outside his ordinary duties for the purpose of filling in time. If he is employed on that work for not more than five working-days he shall be paid at his ordinary rate of pay, but payment for time worked in excess of five working-days shall be at the appropriate rate of pay for such work. If he declines to perform the work assigned to him, he shall not be paid for the time so lost. Time worked by direction in cleaning or assisting with repair or overhaul of machines shall be regarded as time worked as a driver or operator.

*Rates of Wages*

4. (a) The following shall be the minimum rates of wages:	Per Week		
	£	s.	d.
Drivers of motor-vehicles up to 30 cwt capacity .....	9	14	10
Drivers of motor-vehicles over 30 cwt capacity .....	10	2	5
Drivers of tractor not exceeding 26 draw-bar horse-power .....	9	14	10
Drivers of tractor exceeding 26 draw-bar horse-power .....	10	0	4
Boiler attendants, second-class certificate .....	10	4	4
Senior tank and boiler attendant with second-class certificate .....	10	10	1
Watchmen .....	9	18	7
Linen-flax handlers (first-class) .....	9	12	10
Linen-flax handlers (second-class) .....	9	7	1
A manager may increase the rate of pay of any second-class flax-handler who, in his opinion, displays ability and initiative by 5s. per week.			
Handyman .....	9	18	7
Leading hand or ganger in charge of workmen in field or factory:			
First three months .....	10	4	4
Thereafter .....	10	10	1
Mechanic or electrician .....	11	1	8
Tradesman (carpenters and bricklayers, etc.) .....	11	1	8

(b) *Female Workers*—Females of 16 years or over may be employed but are not permitted under the terms of this award to undertake the following operations:

- (i) Carting crops from farms.
- (ii) Forking up, above 6 ft.
- (iii) Stacking, except crowing.
- (iv) Boiler attendant.
- (v) Watchmen's duties.
- (vi) Handling of sacks of seeds, bales of tow, or any work on wool-presses.
- (vii) Inside deseeding-machines not fitted with dust-extractor or outside deseeders where, in the opinion of the manager and union representative, the flax being deseeded is unduly dusty.
- (viii) Cleaning the dust-house.
- (ix) Emptying tanks and filling tanks under unfavourable weather conditions.
- (x) Where, in the opinion of the manager and union representative the stack being built is unduly large, two women shall be employed as crows.

The following are the rates of pay for female workers:

	Per Week
	£ s. d.
First six months:	
Under 18 years of age	5 16 0
Eighteen years and over	6 15 6
Forewoman	7 7 6

The manager may increase by 2s. 6d. per week the wages of any worker on the minimum rate who, in his opinion, displays skill in the performance of her work.

(c) *Youths*—

Under 16 years of age	5 1 8
Sixteen to 17 years of age	6 4 0
Seventeen to 18 years of age	7 0 0
Eighteen to 19 years of age	8 0 0
Over 19 years of age, full adult rate.	

The manager may increase by 5s. per week the wages of any worker on the minimum rate who, in his opinion, displays skill in the performance of his work.

(d) Casual workers may be employed on an hourly basis and at rates equal to one-fortieth of the weekly rates above prescribed for the corresponding class of worker.

(e) No deduction shall be made from the above weekly rates except for time lost through the sickness, accident, default, or voluntary absence of the worker.

#### *Allowances*

5. (a) A worker who is temporarily employed in an advanced capacity, such as in charge of three or more other workers, shall be paid an extra 1s. 1½d. per day while so employed.

(b) All workers, except those drivers of steam plants or others who are already receiving extra pay, shall be paid an allowance of 1s. 1½d. per day for every day they are employed in unloading, bagging or handling coal for one hour or more.

(c) An allowance of 1s. 1½d. a day shall be paid to workers actually working in tanks engaged in emptying for each day they are required to do so.

(d) All shift-workers employed on shift-work which is rotated shall receive 2s. 3½d. per shift extra while so employed, in addition to their ordinary rate of pay. All workers employed on shift-work on Saturday afternoons or Sundays shall receive double rates of pay.

(e) Where shifts, by arrangement, are not rotated and the day shift works the ordinary hours for day-workers set out in this award for day-workers, the day shift shall not receive any shift allowance. Under the above circumstances, each succeeding shift shall be entitled to an extra allowance of 1s. 1½d. per shift in addition to the 2s. 3½d. per shift set out in subclause (d) of this clause.

(f) Workers, other than leading hands, who are engaged in thatching and stacking crop in permanent stacks shall be paid 7d. per hour extra.

(g) Boiler attendants shall be paid 8s. 7½d. dirt-money when employed getting boiler fire and smoke-box ready for inspection.

(h) Workers employed on deseeding and scutching plants shall be supplied with goggles, aprons, or other suitable protective material, and a supply of gloves shall be on hand in charge of the foreman to be used when conditions warrant same.

(i) Workers employed in retting paddocks and tanks shall be supplied with leggings and aprons.

(j) Women workers shall be supplied with two pairs of working overalls and one pair of suitable footwear per annum.

(k) The following tradesmen, provided they have worked not less than three days of the working-week at their trade and possess sufficient tools of trade to carry out all phases of their work efficiently, shall be paid a tool allowance on the following scale: carpenters, 5s. per week; plumbers, 5s. per week; fitters, 4s. per week; mechanics, 4s. per week.

#### *Change of Shift*

6. Where shifts are being worked they shall be, unless otherwise agreed, rotated weekly by agreement between the union representative and the manager.

#### *Prevention and Suppression of Fires*

7. Each worker shall take every precaution against fire, and when a fire does occur he must, irrespective of his usual occupation, promptly obey instructions to undertake fire-fighting or any other work in any locality at any time. Payment for time worked in suppressing fires shall be made at the workmen's ordinary day wages if in their ordinary working-hours, and thereafter at time and one-half based on these rates.

#### *Smoking and Use of Wax Matches*

8. Smoking and the use of wax matches are absolutely prohibited on or about the works, and any worker disobeying this condition is liable to dismissal.

Smoking shall be permitted in the lunch-room at "smoke-oh" and outside working-hours; and in linen-flax work away from the factory workers shall be permitted to smoke only at such places and time as shall be approved of for such use by the manager.

#### *Wet Places*

9. (a) When workers are liable to get wet at their work and the factory-manager and union representative agree that it is necessary to wear gum boots, workers shall be paid an extra 1s. 1½d. where gum boots are worn for three hours or more during the day. If the corporation cannot supply gum boots, and the workers supply their own, they shall be paid 1s. 6d. per day.

(b) Where workers on outside work are required by the manager to work on urgent and necessary work on a wet day, the day's work shall consist of six hours and shall be paid for as if eight hours had been worked.

(c) The factory-manager and the local union representative shall agree upon what constitutes a wet day for the purpose of this clause.

(d) Workers, such as tractor-drivers, who are provided with cover from weather conditions shall not be affected by this clause.

*Overtime*

10. Overtime shall be worked as required and, except as hereinafter provided, shall be computed after eight hours have been worked in any day and paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that on Saturday time and a half rates shall be payable for the first four hours worked and double time rates thereafter.

Double time shall be paid for all time worked after noon on Saturday, or on Sunday.

*Watchmen*

11. (a) Watchmen shall work six shifts per week, totalling 40 hours. Time worked in excess of 40 shall be paid for at the rate of time and one-half for the first four hours and double time thereafter.

(b) *Watchmen's Duties*—Watchmen shall maintain a continuous watch on factory buildings, stacks, and the linen-flax property generally and shall be responsible for all persons other than factory staff present on the site. They shall see that all persons, other than the factory staff, have a permit before permitting their entry into the factory site, and shall make periodical inspection of such buildings and property as may be necessary as a guard against fire and damage.

(c) A watchman, however, shall be required to carry out light duties such as cleaning out factory and buildings at night, and working about the grounds, but these duties shall be intermittent and such as not to unduly interfere with his watch over the factory. Watchmen are not to be asked to clean out behind the Irish wheels.

*Provisions of Tools*

12. (a) The corporation shall supply workers with tools (other than those usually provided by tradesmen) required for the carrying-out of work, and they will be issued on loan. All such tools shall be returned to the stores officer when they are not further required, and in all cases before workers leave the works. The value of tools not returned or accounted for may be deducted from the earnings of workers concerned.

(b) Tools worn out or broken whilst being used shall be replaced by the corporation free of charge if, in the opinion of the manager and union representative, such replacement is reasonable.

(c) Tools lost from unavoidable causes shall not be charged for, and the corporation shall be the final judge as to whether or not tools have been lost from unavoidable causes.

*Payment of Wages*

13. (a) All wages shall be paid weekly and the interval between the end of a weekly pay period and the actual pay day shall not exceed four working days unless under exceptional circumstances.

(b) *Accident Compensation*—Injured workers receiving medical attention shall be paid compensation under the Workers Compensation Act weekly, provided satisfactory medical certificates and addresses of injured workmen are supplied to the factory-manager.

*Conditions*

14. (a) After emptying tanks, workmen shall be permitted 15 minutes cooling-off time before commencing other work.

(b) A supply of butterfly capes shall be kept at the factory for the use of workers who may be required to work in wet weather.

*Statutory Holidays and Annual Leave*

15. (a) Workers who are not working on shift work which must proceed continuously shall be entitled to the following statutory holidays on pay: New Year's Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, Anniversary Day or a day in lieu thereof, Anzac Day.

(b) Payment for statutory holidays shall be at the worker's daily rate of earnings.

(c) Time worked on any of the above holidays shall be paid for at double time rate in addition to the holiday pay due under subclause (b) above.

(d) When any of the above holidays, except Anzac Day, falls on a Saturday or Sunday, it shall be observed on the following Monday, and in the event of another holiday falling on such Monday such other holiday shall be observed on the next succeeding Tuesday.

(e) Workers shall be allowed annual holidays in accordance with the provisions of the Annual Holidays Act 1944, provided that a worker after completing 10 years' continuous service in the linen-flax industry shall be granted holidays at the rate of three weeks every year.

*Leaving Certificates*

16. A worker leaving the works for any cause shall be entitled to a certificate of employment in the form provided by the Factories Act 1946.

*Accidents*

17. (a) Every worker who is injured by accident arising out of and in the course of his or her employment shall forthwith report to the person in charge of the first-aid outfit for attention and shall also report the said accident as an accident and supply full particulars thereof as soon as practicable after the happening thereof to the foreman if present or, in his absence, to the head man or other person in charge at the time. The foregoing applies to every injury, no matter how trivial it may appear.

(b) When a worker suffers an accident arising out of and in the course of his employment, and any injury caused thereby to the worker necessitates his immediate removal to a hospital, or to a medical practitioner for medical attention and then to his residence or to a hospital or to his residence (medical attendance away from his residence not being required), the officer in charge shall forthwith, at the expense of the corporation, provide or arrange for the necessary conveyance therefor. The corporation shall also pay all reasonable expenses for meals and lodging incurred by or on behalf of the worker during the course of such removal. If necessary, the officer in charge shall summon a medical practitioner to the works to attend the injured worker, and the corporation shall pay all reasonable and actual expenses incurred in such medical practitioner's reaching the works.

(c) Well-stocked first-aid outfits shall be kept in convenient places on all works.

(d) Qualified first-aid men shall be provided as far as may be practicable on large works, and where possible large works shall be connected with the telephone of the district.

(e) Where a fatal or serious non-fatal accident occurs on any work and is attributable to the conditions obtaining, work shall be suspended at the place where the accident happened until an inspection has been made by the manager and the union representative, either together or singly, provided that nothing in

this clause shall affect any work necessary for the immediate protection either of workers or of the work itself; and during such period of suspension alternative work shall be found for the other workers if at all possible.

*“Smoke-oh”*

18. (a) Workers shall be granted a period not exceeding 10 minutes in the morning, and again in the afternoon for the purpose of “smoke-oh”. “Smoke-oh” on a work shall be taken at the same time every day by all of the workers—viz; two hours after commencing work in the morning and after resuming in the afternoon, or at such time as may be mutually agreed upon between the factory-manager and the local union.

(b) When workers are engaged in harvesting-operations and are working long hours they shall be permitted to have ten minutes “smoke-oh” after the completion of each two hours’ work.

*Increase in Rates of Remuneration*

19. The rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953, and dated the 18th day of September 1959.

(EXPLANATORY NOTE—The general order of 18 September 1959 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 24 per cent thereof, but excluded from the scope of the increase—

- (1) Such portion of the remuneration of each worker in each week as exceeded the amount of £13 in the case of adult male workers, the amount of £9 15s. in the case of adult female workers, and the amount of £7 10s. in the case of male and female workers under the age of 21 years; and
- (2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term “remuneration” means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

*Matters Not Provided For*

20. Any dispute in connection with any matter not provided for in this award shall be settled between the manager in charge and the union representative on the work (including a travelling organiser), 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 same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

*Preference to Unionists*

21. (a) Any worker at present employed on works which come within the scope of this award and who is unable to produce an official receipt issued by the New Zealand Workers’ Industrial Union of Workers for his or her subscription for the present ticket year of the union shall become a financial member of that union within two weeks of the date on which a copy of this award is displayed on the works on which he or she is employed.

(b) Every new worker arriving on the works which come within the scope of this award and who is unable to produce to the officer in charge an official receipt issued by the New Zealand Workers' Industrial Union of Workers for his or her subscription for that ticket year of the union shall become a financial member of that union not later than one month from the date he or she commences duty: Provided, however, that any artisan who on arrival on works produces a receipt for his subscription to his trade-union for that financial year shall not be required to join and become a financial member of the New Zealand Workers' Industrial Union of Workers until the first pay-day after he has been employed on the works for a period of two months.

(c) Any worker who does not comply with the foregoing conditions and does not continue to be a financial member of the New Zealand Workers' Industrial Union of Workers shall not be retained on the works after the expiry of any period of notice to which he may be legally entitled.

(d) Enrolment of members and collection of annual subscriptions shall be the duty of the representative of the New Zealand Workers' Industrial Union of Workers on the works, and he or she shall notify the officer in charge immediately a worker falls into arrears with the payment of his or her annual subscription to the union. The corporation may collect subscriptions on behalf of the union when workers give the necessary legal authority.

(e) Suitable *bona fide* members of the New Zealand Workers' Industrial Union of Workers shall have preference of employment in factories controlled by the corporation.

#### *Corporation Decisions, Interpretations, and Instructions*

22. All decisions, interpretations, and instructions affecting this award shall be forwarded to the head office of the New Zealand Workers' Industrial Union of Workers at the same time as they are circulated to managers.

#### *Scope of Award*

23. This award shall apply only to the parties named herein.

#### *Term of Award*

24. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 4th day of April 1960, and so far as all other provisions of the 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 March 1962.

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 27th day of May 1960.

[L.S.]

A. TYNDALL, Judge.

#### MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

The parties have agreed that the right be reserved to either party to the award to reopen for further consideration during the currency of the award, the claim for incorporation of the general order of 18 September 1959 in the wage rates prescribed by the award; provided that such right shall not be exercised before 1 April 1961.

A. TYNDALL, Judge.