

SOUTHLAND AND OTAGO FLAXMILL 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 1954, this the 7th day of June 1963 between:

Messrs L. A. Niederer Ltd., Gorge Road, Southland;
Johnston Bros., Redan, Wyndham, Southland;
A. J. Templeton and Sons, Otaitai Bush, Southland;
D. J. Miller (1963) Ltd., P.O. Box 5, Balclutha;
G. B. Bennett, P.O. Box 537, Invercargill;

of the one part, and the Southland General Labourers and Related Trades Industrial Union of Workers of the other part, whereby it is mutually agreed by, and between the said parties as set out in the following Schedule.

SCHEDULE

1. This agreement shall apply to the flaxmilling industry.

Hours of Work

2. (a) *Daily Hours*—The ordinary hours of work shall not exceed 40 per week, nor shall they exceed eight hours on five days of the week, from Monday to Friday inclusive, and shall be worked between the hours of 7 a.m. and 5 p.m. The day's work shall be continuous save only the interval for lunch.

(b) *Lunch Hour*—One hour shall be allowed for the midday meal (which shall ordinarily be between 12 and one o'clock) on each day, but by mutual agreement between the employer and the majority of his workers, less than one hour be allowed: Provided that the meal time agreed to shall not be less than half an hour.

(c) *Meal Interval*—No worker shall be employed for more than four and a half hours continuously without an interval for a meal: Provided that when overtime is being worked the tea interval shall be allowed not later than 5.30 p.m.

Rest Periods

3. (a) A rest period of 10 minutes shall be allowed each morning and afternoon without reduction of pay.

(b) Workers employed on overtime for a period of more than three hours shall be allowed a rest period of 10 minutes after having completed the first two hours, one rest period only shall be given in every continuous four hours' work.

Rates of Pay

4. The following shall be the minimum rates of pay:

	Per Hour
	s. d.
A. Stripper keepers	8 1½
B. Stripper feeders	7 6
C. Head paddockers	7 6
D. Other paddockers	6 10½
E. Workers in or about the mill not otherwise specified ..	6 10½
F. Head scutchers	7 6
G. Scutchers	6 10½
H. Chainmen shall be paid 2½d. per stripping hour extra.	
I. Cutting flax 35s. 1¾d. per ton at the stump. If carried up to 1½ chains 6s. 6d. extra per ton.	
J. A rate for snagging shall be mutually agreed upon between the union and the employer.	
K. <i>Youths and Females</i> —Youths and females may be employed at not less than the following rates provided that not more than one youth or female may be employed to each four adult workers. Youths or females shall not be employed at classing or feeding the stripper at less than adult rates.	

Rates of Pay—

	Per Hour
	s. d.
16 years to 17 years	4 3
17 years to 18 years	4 10¼
18 years to 19 years	5 6
Youths thereafter	adult rates.
Females thereafter	6 1¾

Conditions

5. (a) Any work done during meal hours shall be paid for at overtime rates.

(b) Stripper keepers shall be supplied with ear plugs.

(c) Chainmen shall be supplied with hot water.

(d) *Dismissal of Worker*—A worker who is engaged by the hour, two hours' notice of termination of employment shall be given by either side. Notwithstanding the foregoing, a worker may be dismissed for misconduct without notice.

(e) Weighing machines shall be tested annually by the Inspector of Weights and Measures and shall be provided by the employer. All flax bundles shall be weighed but where no weigh-bridge is available then all bundles shall be weighed if the flax-cutters so demand.

(f) *Dry Weight*—Should unweighed flax be cut in the swamp longer than 36 hours, weekends and holidays excepted, an average per bundle of cutters previous weights shall be taken and payment shall be made accordingly. This provision shall also apply if it is found impossible to get cut flax out of the swamp and weighed.

(g) Flax bundles shall not exceed more than 24 to the ton except where 25 are now being cut.

(h) Wages shall be paid fortnightly, in the employers' time, not later than Thursday, and during ordinary working hours, except in the case of the termination of the employment, when all wages due, shall be paid immediately upon discharge, but if any worker leaves of his own accord an order upon the city office shall be deemed sufficient.

(i) No deduction shall be made from the wages except for time lost through the sickness of the worker, default or through accident, not arising out of or in the course of his employment.

Overtime

6. (a) All time worked in excess or outside of the daily hours fixed in clause 1 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that all work done between 10 p.m. and 6.30 a.m. shall be paid for at double time rates.

(b) When a worker is ordered back to work on overtime after the meal interval a minimum of two hours shall be paid for. On Saturday the minimum payment shall be for four hours' overtime. For work done on Sundays or any holidays mentioned in clause 7 hereof, a minimum of four hours shall be paid for.

Statutory Holidays and Annual Leave

7. (a) *Otago and Southland Industrial District*—New Year's Day, Good Friday, Easter Monday, Anniversary Day, or a day in lieu of, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day.

(b) Any work done on Sundays or Anzac Day or any specified holiday or any days observed in lieu thereof shall be paid for at double time rates. The said payments shall be made in addition to the ordinary week's wages.

(c) Should any of the above holidays except Anzac Day fall on a Saturday or Sunday, then for the purpose of this agreement such holiday shall be observed on the following Monday. In the event of Christmas Day and New Year's Day being observed on a Monday in pursuance of the foregoing, Boxing Day and 2 January shall be observed on the respective Tuesdays.

(d) In lieu of the days prescribed as holidays, the holidays for workers working for employers whose principal business is governed by another award or industrial agreement, shall be the days prescribed as holidays by such other award or industrial agreement: Provided that a worker shall not receive a lesser number of holidays other than is prescribed in this agreement.

(e) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this agreement, who have been working for him at any time during the fortnight ending on the day on which the holiday occurs.

(f) In determining the amount of pay for statutory holidays for flaxcutters an amount of not less than the minimum rates prescribed in this agreement be paid.

(g) Where any worker has been employed on any work coming within the scope of this agreement by more than one employer during the fortnight ending on the day on which any of the above holidays occur, he shall be entitled to receive payment for the holiday from such one or more of those employers, and if more than one, in such proportion as the Inspector of Awards determines.

(h) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944.

(i) In determining the amount of annual holiday pay for cutters an amount equal to $\frac{1}{24}$ of the cutters ordinary earnings shall be paid.

(j) Workers entitled to holidays shall be paid all wages due, including the holidays period prior to the commencement of the holidays.

(k) Notice of closing down for Christmas holidays shall be posted in a conspicuous place for at least 14 days before the commencement of the holidays.

Wet Places and Protective Clothing

8. (a) Employers shall supply gum boots where necessary when workers are working in water and such workers shall be paid an allowance of 1s. 6d. per day for every working day on which he is required to wear gum boots for three hours or more in order to keep dry at his work. Such allowance shall be in addition to his ordinary rates of pay. The chainman is excluded from this clause.

(b) In addition to the above, stripper feeders shall be supplied with denim coats.

(c) All other workers, excluding flaxcutters, shall be provided with protective clothing where necessary. Protective clothing shall include gum boots, aprons, oil-skin coats. Such clothing shall be kept in good state of repair by the employer.

(d) Flaxcutters shall be paid 3d. per ton extra in lieu of protective clothing.

Accommodation

9. Where necessary, accommodation up to Agricultural Workers' Act 1936, shall be supplied by the employer, and as near as convenient to the work.

Notice of Overtime and Meal Money

10. When workers are ordered back to work after 6 p.m. and/or after 1 p.m. on Saturday or Sunday, or any award holiday, the employer shall provide meals or pay each worker 5s. to enable him to obtain a meal unless such worker has been notified on the previous day that he will be required to work overtime.

First Aid

11. A modern first aid emergency case equipped to the standard set by the Inspector of Factories shall be provided and maintained and located in a convenient and accessible place.

Workers Receiving More Than the Minimum

12. In the case of workers at present employed, who are receiving more than the minimum provided by this agreement, their wages shall not be reduced by virtue of this agreement coming into force.

Disputes

13. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement or any of them as to any matter whatsoever arising out of or connected therewith, and not specifically dealt with in this agreement every such

dispute or difference shall be referred to a committee to be composed of two representatives of each side together with an independent chairman to be mutually agreed upon or, in default of agreement to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Right of Entry Upon Premises

14. The secretary or other authorised officer of the union of workers shall with the consent of the employer (such consent shall not be reasonably withheld) be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so to interfere unreasonably with the employer's business.

Unqualified Preference

15. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within 14 days after his engagement or after this clause comes into force, as the case may require.

(b) Subject to clause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every person obliged under subclause (a) hereof to become a member as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclause (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purpose of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives workers the right to join the union.

Under-rate Workers

16. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 such 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 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in the 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.

Notification

17. The employer shall on written request, supply to the secretary of the union, the names of all workers employed by him under this agreement, but not more often than twice each year.

Copy of Agreement

18. The employer shall exhibit at all times a printed or typewritten copy of this agreement in such a position that it may be easily read by the workers in each establishment.

Application of Agreement

19. This agreement shall apply to the original parties named herein and shall extend to and bind as subsequent party hereto, every trade union, industrial union, industrial association, or employer who not being an original party thereto is, when this agreement comes into force connected with or engaged in the industry to which this agreement applies within the industrial district to which this agreement relates.

Scope of Agreement

20. (a) This agreement shall operate through Otago and Southland Industrial District and shall apply to the flaxmilling industry.

(b) For the purpose of this agreement a flax-mill worker shall be deemed to be any worker of either sex employed at any of the duties specified herein.

Term of Agreement

21. From 1 July 1963 to 31 January 1965.

Signed on behalf of the Southland Flaxmillers' Association, this the 21st day of June 1963:

B. M. NIEDERER, Executive Member.
M. A. NIEDERER, Secretary.

Signed on behalf of the Southland General Labourers and Related Trades Industrial Union of Workers, this the 21st day of June 1963:

J. A. WATSON, President.
L. T. DOWLING, Secretary.