

—

**CANTERBURY ROPE, TWINE AND FLAX MILLS EMPLOYEES'—INDUSTRIAL AGREEMENT**

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 10th day of February 1964, between the Canterbury Rope, Twine and Flax Mill Employees' Industrial Union of Workers (hereinafter called "the union") of the one part, and Donaghys Rope and Twine Co. Ltd., Waikuku, (hereinafter called "the employer") of the other part, whereby it is mutually agreed by and between the said parties as set out in the following Schedule.

—

SCHEDULE

*Application of Agreement*

1. This agreement shall apply to the Rope, Twine and Flax Industry.

*Hours of Work*

2. (a) An ordinary week's work shall not exceed 40 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 4s. 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	.....	.....	.....	6	6½
Flax-mill workers	.....	.....	.....	6	6½

*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.
Under 17 years of age	.....	.....	.....	5	13	3
17 to 18 years of age	.....	.....	.....	6	13	3
18 to 19 years of age	.....	.....	.....	7	1	6
19 to 20 years of age	.....	.....	.....	9	1	0
20 to 21 years of age	.....	.....	.....	10	6	6

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 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.

*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 recognised 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 1946, and its amendments.

(d) For work done on any of the abovementioned 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 of 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 of 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 authorised 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 4s. 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 agreement 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 14 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 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 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 14 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.

#### *Unqualified Preference*

18. (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 subclause (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 worker obliged under subclause (a) hereof to become a member of a union who fails 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 subclauses (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 purposes 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 to workers the right to join the Union.)

#### *Scope of Agreement*

19. This agreement shall apply to the parties named herein.

*Term of Agreement*

20. This agreement, 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 13th day of January 1964, and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 31st day of January 1965.

In witness whereof the parties have executed these presents:

Canterbury Rope, Twine and Flax Mill Employees' Industrial Union of  
Workers:

H. E. TOMLINSON.

Donaghys Rope and Twine Co. Ltd., Waikuku—for and on behalf of  
Donaghys' Rope and Twine Co. Ltd.:

A. I. MACDONALD.

---