

**WELLINGTON INDUSTRIAL DISTRICT FLAXMILL EMPLOYEES—AWARD**

In the Court of Arbitration of New Zealand Wellington Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; 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 under-mentioned company (hereinafter called “the employers”):

N.Z. Woolpack and Textiles Ltd., P.O. Box 44, Foxton.

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 10th day of July 1965 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 6th day of August 1964.

[L.S.]

A. TYNDALL, Judge.

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SCHEDULE

*Industry to Which Award Applies*

1. This award shall apply to the flax milling industry (other than the harvesting and processing of linen flax).

*Hours of Work*

2. (a) Except where otherwise provided, the week's work shall not exceed 40 hours.

(b) Except as otherwise provided the ordinary hours of work shall not exceed eight hours per day from Monday to Friday, both days inclusive, to be worked between the hours of 7.40 a.m. and 5 p.m., but these hours may be varied by mutual arrangement between the employer and the union.

(c) An interval of at least three-quarters of an hour shall be allowed for the midday meal.

*Wages and Rates of Pay*

3. The following shall be the minimum rates of wages for the classes of workers specified:

						Per Hour					
						s.	d.				
(a)	General hands	..	..	..	..	6	5				
	Paddockers	..	..	..	..	6	5				
	Head paddockers	..	..	..	..	6	8½				
	Stripper feeders	..	..	..	..	6	8½				
	Feeder stripper keepers	..	..	..	..	6	11½				
	Stripper keepers	..	..	..	..	6	11½				
(b)	Piecework and contractors—				Per Ton		Per Ton				
	Scutchers—				Without Pressing		With Pressing				
	Automatic				£	s.	d.	£	s.	d.	
	..	..	..	..	2	0	0	2	7	2	
	Hand				..	3	9	2	4	4	4

Where tail cutters are used in scutchers, not less than 10 per cent extra per ton shall be paid.

						Per Ton		
						s.	d.	
	Pressers—				..	..	14	11
	Power				..	..	..	..
	Hand				..	..	19	9

(c) Flaxcutters: By arrangement between the employer and the union and the workers concerned, flaxcutters shall be paid a basic rate of 37s. 6d. per ton.

(d) (i) Scales shall be provided by the employer at the tramhead. The swamp shall be the tramhead.

(ii) Where practicable, all flax to be weighed individually for each worker.

(e) "Cutting flax" shall mean and include cutting, tying, carrying and stacking at a convenient place for loading in trucks or drays.

(f) Trimming: By arrangement between the employer and the union and the workers concerned.

(g) Paddockers: Where payment is made on basis of weight of straw fibre dried to an average agreed on moisture content, the rate shall be:

						Per Ton					
						£	s.	d.			
Throughout the year or by special arrangement a minimum of						3	11	5			
When payment is made on basis of weight of bales of dressed fibre produced the rate shall be—											
Winter (May to October inclusive)						..	..	3	16	0	
Summer (November to April)						..	..	..	3	7	10

Where the contract included carting of green fibre from the mill to the paddock and return cartage of dried fibre to the mill, then add £1 3s. per ton to the above rates.

(h) Where stacking is necessary, paddockers shall be paid 5s. 9d. per ton.

(i) "Paddocking" shall mean the unloading, spreading, turning and wiring of the fibre, hanking and delivering on to transport to be provided.

(j) Leading paddockers have the right to engage and discharge their own workers.

(k) Where employers have foremen in charge of paddocks such paddockers are to be regarded as piece workers.

*Overtime*

4. (a) All time worked on any day in excess of the hours mentioned in clause 2 of this award shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) All time worked on Saturday morning shall be paid for at the rate of time and a half for the first three hours and thereafter double time. All time worked before 6 a.m. and after 11 a.m. on Saturday shall be paid for at double time rates.

(c) No time shall be worked in excess of five hours without time being allowed for a meal except by arrangement between the management and the union.

(d) Any worker being required to work during his regular meal times shall be paid time and a half rates for time so worked subject to an arrangement between the management and the union. Where a variation of the hours is necessary owing to power restrictions, the provisions of this clause shall not apply.

#### *Conditions*

5. (a) Workers shall be provided with materials reasonably necessary to carry out their work.

(b) If required by the workers employers shall supply feeders with cotton gloves and aprons.

(c) Waterproof aprons, three-quarter oilskin coats and leggings and gumboots and woollen gloves shall be supplied to paddockers.

(d) Where workers are employed on the wash they shall be paid 3d. per hour extra.

(e) Yardmen shall be supplied with caps of waterproof cloth and oilskin coats as required.

(f) Flax bins shall be scraped and the floor dusted with sawdust after being emptied of flax.

(g) Flaxcutters shall be supplied with gloves, to be replaced not more frequently than once a fortnight, and with leggings to be replaced not more frequently than once a year.

(h) Trammies shall be supplied with three-quarter oilskin coats to be replaced not more frequently than once every two years, and three pairs of woollen gloves per year.

#### *Holidays*

6. (a) All workers covered by this award who have been employed at any time during the fortnight ending on the day on which the holiday occurs shall be entitled to the following holidays at ordinary rates of pay: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and the Provincial Anniversary Day or a day in lieu thereof.

(b) The provisions of the Public Holidays Act 1955 shall be deemed to be incorporated in this award.

(c) Time worked on any of the holidays mentioned in subclause (a) of this clause shall be paid for at double time rates in addition to any payment to which the worker may be entitled under subclause (a) of this clause.

(d) (i) The provisions of the Annual Holidays Act 1944 shall apply to all workers covered by this award.

(ii) Where a worker becomes entitled to the annual holiday and the holiday is not taken at the end of the year, workers shall receive at least two weeks' notice before leave has to be taken.

(iii) Holiday pay shall be paid to employees prior to commencing their holiday period.

#### *General*

7. (a) When trams are laid, all flax must be weighed at the tramhead. Where flax is carted by drays only, or where a river is crossed, the mill shall be considered the tramhead and all weights and weighings shall be available to cutters or their representatives.

(b) Flaxcutting, tramming, milling, paddocking and scutching may be worked on piecework but employers may have all or part of their work done by contract and the employers shall stipulate that contractors who employ any workers shall observe the provisions of this award so far as the same shall be applicable to such workers.

(c) When trams have been laid the cutter shall not be employed to load his own flax only, but where he is employed to load flax in a general way he shall be paid 1s. per ton for such work. Should unweighed flax lie cut in the swamp longer than two clear days an average per bundle of cutters' previous weights or the actual weight, whichever is the greater, shall be taken and payment shall be made accordingly. This provision shall also apply if it is found impossible to get unweighed flax out of the swamp.

(d) Where practicable the cutter shall not be called upon to carry the flax more than 1 chain. Any dispute concerning the practicability of the 1 chain carry shall be determined under clause 12 of this award. In the event of flax having to be carried more than 1 chain or where 1 chain is not practicable, more than such distance up to 1½ chains as has been determined, the employer shall provide labour for carrying the additional distance or may call on cutters to carry the extra distance on an agreed tonnage basis.

(e) When flax is carted, the millers shall provide necessary labour for roads. In the event of flax trailers being stuck, causing extra carrying or reloading, then the trammie shall be paid for time so lost.

(f) Scutchers working on contract or piece rates if not provided with bands shall be paid 3s. 5½d. per ton extra for them.

(g) Scutchers working on contract or piece rates shall not be required to keep the "tow-hole" clear of tow.

(h) If workers have attended at the mill when it is not intended to work the mill they shall be entitled to receive two hours' pay, unless the stoppage of the mill shall be due to causes beyond the control of the employer, or unless such workers shall, before attending the mill, have received notice that work will not commence. If workers are not informed that they are not required, and they remain at the mill pending any repairs to the mill being effected, they shall be paid for all time during which they so remain.

(i) No worker shall be compelled to board at the cookhouse. In cases where men board at the cookhouse, a proportionate allowance shall be made for every day they are absent, provided 24 hours' notice is given of intention to be absent.

(j) Cutters shall bundle cut flax so as to be not less than 28 bundles per ton, each bundle to be of approximately the same weight.

#### *Meal Money*

8. Workers who cannot reasonably journey to and from their homes for meals within an hour, being called back to work after 6 p.m., on ordinary days, on the afternoon of Saturday or Sunday, or on any holiday having worked on the morning of such days shall be provided with a meal by the employer or alternatively each such worker shall receive 5s. 3d. meal money.

#### *Right of Entry Upon Premises*

9. For the purpose of ensuring the effective operation of the award, the secretary or other authorised officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter the premises or works and there interview any worker but not so as to interfere unreasonably with the employer's business.

#### *Time and Wages Book*

10. Each employer shall keep and enter or cause to be kept and entered up a time and wages book, in accordance with the requirements of the Shops and Offices Act

*Payment of Wages and Termination of Employment*

11. (a) All wages and other payments shall be paid in cash weekly not later than Tuesday, within working hours, either on the works or at the employer's workshop. Any waiting time outside of working hours shall be paid for at overtime rates. No more than two days' pay shall be kept in hand by the employer.

(b) In the event of the pay day being a holiday, wages and other payments shall, where practicable, be paid under the same conditions as set out in subclause (a) of this clause on the day preceding the holiday.

(c) When a worker is discharged or leaves at any time other than the ordinary pay time for the week, he shall be paid without delay all wages and other payments due to him at the time of dismissal or time of leaving as the case may be.

(d) In the case of workers employed at a weekly rate, seven days' notice of termination of employment shall be given by either side. Workers employed on a daily basis shall give or be given at least one day's notice of termination. Other workers shall give or receive at least four hours' notice of termination. Should the required notice not be given by either party then either one week's pay, one day's pay, or four hours' pay shall be paid or forfeited as the case may be.

(e) Each worker when payment is made shall be supplied with a statement showing details of his or her wages and any special payments for the pay period, details of any deductions made from his or her earnings and the net amount being paid to him or her.

*Matters Not Provided For*

12. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and two duly appointed representatives of the union and in default of any agreement being reached, then such dispute shall be referred to a committee comprising two representatives of the employers, two duly appointed representatives of the union with the Conciliation Commissioner for the district as chairman or, if the Commissioner is unable to so act, a chairman appointed by him. Failing the committee coming to a decision, the decision of the chairman shall be the decision of the committee. Either party, if dissatisfied with the decision of the committee, may appeal to the Court on giving written notice to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

*Unqualified Preference*

13. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, 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 award so long as he continues in any position or employment subject to this award.

(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 award.

(d) Every employer bound by this award commits a breach of this award 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 award.

(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.)

#### *Under-rate Workers*

14. (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 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 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.

#### *Provisions as to Smoking and Rest Period*

15. (a) Workers shall not smoke in the swamp, and shall not smoke at all when handling or in the proximity to dry fibre, or in any other place prohibited by the employer.

(b) The employer shall permit all workers a 10 minute rest period during both the morning and afternoon. The rest periods can be arranged by the employer in consultation with the union so as to avoid a cessation of production as far as possible.

(c) The employer shall have the right to fix the places for smoking and when fixed workers shall not smoke in any other places and they shall use pipe caps if directed by the employer. Workers shall not carry wax matches.

(d) Workers may partake of morning and afternoon tea only during rest intervals.

#### *Application of Award*

16. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

#### *Scope of Award*

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

*Term of Award*

18. 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 3rd day of February 1964, 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 10th day of July 1965.

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 6th day of August 1964.

[L.S.]

A. TYNDALL, Judge.

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**MEMORANDUM**

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 13 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.

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