
**WELLINGTON INDUSTRIAL DISTRICT WOOLPACK AND TEXTILE EMPLOYEES—
AWARD**

[Filed in the Office of the Clerk of Awards, Wellington]

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 22nd day of April 1964.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the preparing, spinning, and weaving of fibres and the manufacture of the resultant cloth.

Hours of Work

2. (a) Except where otherwise expressly 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 8 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.

(d) Night shifts may be worked subject to the condition that not more than five shifts of eight hours each shall be worked by any worker in any one week.

Shifts

3. (a) Shifts may be worked during any part of the day or night providing that where any part of a shift falls outside the hours between 8 a.m. and 5 p.m., a shift allowance of 5s. 2d. per shift extra shall be paid in addition to ordinary rates of pay.

(b) Workers working on shifts shall be paid adult rates of wages and also the shift rate as prescribed in subclause (a) of this clause.

(c) Where three shifts are worked such shifts shall comprise eight hours' continuous working time inclusive of crib time of 20 minutes and two 10 minute breaks. Crib time and breaks can be arranged by the employer in consultation with the union so as to avoid a cessation of production as far as possible.

(d) Where two shifts only are being worked, one of which is during the ordinary hours as prescribed in subclause (b) of clause 2, the provisions of subclause (c) of this clause shall only apply to the shift worked outside ordinary hours.

(e) Where two or more shifts are worked daily, unless otherwise agreed between the particular employer and the union, workers employed on shifts shall change shifts weekly.

(f) All workers shall have an eight hour break before commencing another shift.

(g) Unless with the consent of the union, no worker under 18 years of age shall be employed on shift work.

Rates of Pay

4. The following shall be the minimum rates of wages for the undermentioned classes of employees:

	Per Hour
	s. d.
Scutchers for textiles only	6 6½
Feeder on first breaker card	6 6
Feeders on softeners, openers, carders, and goods machines	6 4½
Manglers	6 4½
Spinner hands on front of spinners, barrow boys and pre-beamer operators	6 4½
Weavers on matting looms	6 4½
Loom tallyman	6 4½
All other adult male workers	6 2½

Employment of Youths

5. The minimum weekly rates of wages payable to youths shall be as follows:

Age Commencing	First Six Months	Second Six Months	Third Six Months	Fourth Six Months	Fifth Six Months	Sixth Six Months	Seventh Six Months	Eighth Six Months	Ninth Six Months	Tenth Six Months
Under 16 ..	89/3	98/6	106/3	114/0	123/9	132/3	142/0	151/0	161/0	181/6
16 to 17 ..	98/6	106/3	114/0	123/9	132/3	142/0	151/0	161/0	181/6	..
17 to 18 ..	106/3	114/0	123/9	132/3	142/0	151/0	161/0	181/6	..	..
18 to 19 ..	123/9	132/3	142/0	151/0	161/0	181/6	..	..	..	..
19 to 20 ..	142/0	151/0	161/0	181/6	..	..	..	..	..	..
20 to 21 ..	155/3	175/9	..	..	..	..	..	..	..	..

Thereafter, or on attaining the age of 21 years, not less than the rate for general adult hands.

Employment of Females

6. The minimum weekly rates of wages payable to female workers shall be as follows:

Age Commencing	First Six Months	Second Six Months	Third Six Months	Fourth Six Months	Fifth Six Months	Sixth Six Months	Seventh Six Months	Eighth Six Months
Under 16 ..	82/3	91/6	99/6	107/3	115/3	123/3	131/9	139/6
16 to 17 ..	91/6	99/6	107/3	115/3	123/3	131/9	139/6	..
17 to 18 ..	99/6	107/3	115/3	123/3	131/9	139/6	..	..
18 to 19 ..	107/3	115/3	123/3	131/9	139/6	..	..	..
19 to 20 ..	115/3	123/3	131/9	139/6	..	..	..	..
20 to 21 ..	123/3	131/9	..	..	..	..	..	..

Thereafter, or on attaining the age of 21 years, not less than £8 7s. 7d. per week.

Part-time Workers

7. (a) Where the employer does not regularly require the services of a worker for the full period of 40 hours per week, he shall pay such worker *pro rata* the appropriate scale salary plus 10 per cent.

(b) Where a worker is unable to accept full-time employment the employer shall pay *pro rata* the appropriate scale salary.

(c) These provisions shall not be used for the purposes of reducing the hours of work or the earnings of any worker.

Overtime

8. (a) Except as otherwise provided, all time worked on any day outside of or in excess of the hours mentioned in clause 2 hereof 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 mornings 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 Saturdays shall be paid for at double time rates. All time worked on Sundays shall be paid for at double time rates. Shift workers continuing their shifts from Friday evening and completing same on Saturday morning shall not be entitled to overtime rates unless the shift exceeds eight hours.

(c) No worker 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 working during his regular meal times shall be paid time and a half rates for time so worked.

Holidays

9. (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 day in lieu thereof.

(b) For work done on any of the abovementioned days double time rates shall be paid in addition to the day's wages.

(c) For work done on Sundays double time rates shall be paid.

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

(e) (i) The provisions of the Annual Holidays Act 1944, shall, with the necessary modifications, apply to all workers covered by this award.

(ii) Regular shift workers after 12 months' continuous service as such shall be granted three weeks' annual holidays on ordinary pay as defined in the Annual Holidays Act 1944, and if any such employee is employed on shift work for less than 12 months, proportionate holidays shall be granted.

(iii) 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.

(iv) Annual holiday pay shall be paid to the employees prior to commencing their holiday period.

Piecework

10. (a) The rates for pieceworkers shall be fixed by arrangement between the management and the union but shall in any case be not less than will return a competent worker not less than 10 per cent more than the rates specified in clauses 4, 5, and 6.

(b) Pieceworkers, including weavers, required to wait five minutes or more for any reason other than power failures outside the factory area shall be paid for all time so waiting at the rate prescribed in this award. Time sheets shall be supplied for the purpose of entering such waiting time.

(c) Where any pieceworker is teaching a beginner such pieceworker shall be paid 10s. per day additional to the amount of earnings during the day or part thereof while so teaching.

(d) Pieceworkers employed on overtime shall be paid, in addition to their earnings, a sum equal to one-half the amount of the said earnings for the first three hours, and a sum equal to their earnings thereafter.

General Conditions and Special Payments

11. (a) Scissors, knives, and other equipment necessary shall be supplied by the employers and kept in repair by them. Aprons of a type to be mutually agreed between the union and the employer shall be provided to employees where the conditions of their employment make these necessary.

(b) 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 mornings of such days, shall be provided by the employer with a meal or alternatively each such worker shall receive 5s. 3d. meal money.

(c) Outside workers shall be paid 3d. an hour extra while engaged in any of the following duties: cleaning out dust houses or ashes, cleaning back of dust holes, carting bales of dust to boiler house, carting coal to factory, and shovelling coal into bins.

(d) Oilers, pinning and cleaning hands, workers working in the dye house, and singeing operators shall be supplied with overalls. Workers working in the dye house shall in addition be paid a clothing allowance of 2d. an hour.

(e) Workers engaged in building stacks of fibre shall be paid 3d. an hour extra while so engaged. This special rate is to apply only to the man on the stack.

(f) Workers engaged casually on the cleaning of lavatories shall be paid an additional 6d. an hour while so engaged, with a minimum payment of 2s. on any one day.

(g) Operators of beam winders running beams for 34 inch cloth shall be paid an additional 1d. per hour.

(h) Any worker casually employed on work coming within the provisions of another award for which a higher rate of pay is provided shall be paid at the higher rate while so employed.

(i) If a worker is in receipt of more than the rates prescribed in this award, such worker shall not have his wages reduced so long as he remains at his present employment.

(j) Workers employed mixing batching oil shall be paid 3d. per hour extra.

(k) Workers employed on coir matting shall be paid a dust allowance of 3d. per hour extra.

(l) Female workers shall be supplied with smocks which shall be replaced as required due to fair wear and tear.

Right of Entry Upon Premises

12. 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.

Provisions as to Smoking and Rest Periods

13. (a) Workers shall not smoke at all when handling or in the proximity of dry fibre or in any other place prohibited by the employer.

(b) 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.

(c) 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. The provisions prevailing for shift workers shall continue.

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

Wages and Time Record

14. Every employer bound by this award shall keep time and wages books in which shall be correctly recorded by each employer (a) the name of every worker employed; (b) the kind of work on which he or she is employed; (c) the daily hours of his or her employment; (d) the wages paid each week; and (e) the starting and finishing time of all workers.

Payment of Wages and Termination of Employment

15. (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 sub-clause (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 wage, seven days' notice of the 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. In the case of the required notice not being given 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

16. 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 and 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, with 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 upon 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

17. (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 with 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

18. (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.

Application of Award

19. 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 district to which this award relates.

Scope of Award

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

Term of Award

21. 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 11th day of January 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 22nd day of April 1964.

[L.S.]

A. TYNDALL, Judge.

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 17 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.