

NORTHERN INDUSTRIAL DISTRICT WICKER AND BABY CARRIAGE
WORKERS—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Auckland United Furniture and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned persons, firms, and companies (hereinafter called “the employers”):

Aries Cane Products, P.O. Box 10, Glen Eden.

Auckland Pram House, 414 Karangahape Road, Auckland.

Birkenhead Caneware, 57 Rawene Road, Birkenhead.

Cane Specialities Ltd., 137–149 Great North Road, Auckland.

Devenie and Richards Importing Co. Ltd., 7 Lower Albert Street, Auckland.

Kearney, Mervyn Ltd., 57 Lincoln Street, Ponsonby W. 1.

Kerler Pram Co., Wicker Workers, 477 Karangahape Road, Auckland.

Lines Bros. N.Z. Ltd., Perambulator-makers, Panmure E. 2.

Opie and Thomas, 220B Dominion Road.

Pram House, 116 Alexandra Street, Te Awamutu.

Specialities Pram House, 212 Gladstone Road, Gisborne.

Thompson, W. A., and Co. Ltd., Wickerware and Perambulator Manufacturers, 30–36 Wakefield Street, Auckland.

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 13th 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 9th day of December 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

1. This award shall apply to workers employed on wicker, willow, seagrass, supplejack, cane, composition fibre, basketware of every description, making of baby carriages, invalid carriages, and push-chairs (other than metal bodies), auxiliary seats, shopping-trundels, fitting up of baby carriages and invalid carriages, spraying, polishing, or painting of any of the above-mentioned articles and upholsteresses of baby carriages and invalid carriages; the lining of work boxes, picnic baskets or similar articles made from any of the above-named materials.

Hours of Work

2. (a) Forty hours shall constitute a week's work, to be worked between the hours of 7.30 a.m. and 5 p.m. on Monday to Friday, both days inclusive.

(b) Not less than 45 minutes shall be allowed for lunch; but in cases where the majority of the workers in any factory agree with the employer for a lesser period, not less than 30 minutes shall be allowed.

Wages

3. (a) (i) The minimum wage to be paid to workers employed on wicker, willow, seagrass, cane, supplejack, composition fibre, basketware of every description, wood-working machinists, workers engaged in spraying paint, varnish, or synthetic preparations, and assemblers of wooden baby carriagebodies shall be 6s. 8d. per hour.

(ii) The minimum wage to be paid to all other male workers shall be 6s. 2d. per hour.

(b) Female workers, other than learners, employed on machining linings for baby carriage or invalid carriage upholstery, lining work boxes, picnic baskets or similar articles, shall be paid not less than £8 8s. per week.

Female Learners

4. (a) The minimum wages for female learners employed on baby carriage or invalid carriage upholstery, machining linings for baby carriages, lining of work boxes, picnic baskets or similar articles shall be:

			Per Week		
			£	s.	d.
First six months	.....	.....	3	5	0
Second six months	.....	.....	3	10	0
Third six months	.....	.....	3	15	0
Fourth six months	.....	.....	4	15	0
Fifth six months	.....	.....	5	5	0
Sixth six months	.....	.....	5	15	0
Seventh six months	.....	.....	7	0	0

Thereafter not less than £8 8s. per week.

Provided that workers commencing over 16 years of age shall receive 10s. per week in advance of the above rates; but this proviso shall not operate so as to increase journeymen's rates: Provided, also, that workers over 21 years of age shall not be paid less than £7 13s. 4d. per week.

(b) The proportion of learners to adult female workers shall not exceed one learner to every journeywoman who has been employed for at least two-thirds full time for the six months immediately preceding the taking on of the learner.

Youths

5. (a) Youths under 21 years of age may be employed on any work in the making and finishing of invalid carriages and baby carriages (except the making of metal, wicker, willow, seagrass or cane bodies) in the following proportions: One for three or fraction of three adult workers; two for six adult workers; three for nine or more adult workers; four for 20 or more adult workers. Also they may be employed on spraying paint, varnish or synthetic preparations in cases where at least one worker is employed on such work at not less than the rate specified in clause 3 (a) (i).

(b) The following shall be the minimum rates of wages:

			Per Week		
			£	s.	d.
15 to 16 years of age	.....	.....	5	0	0
16 to 17 years of age	.....	.....	5	5	0
17 to 18 years of age	.....	.....	5	15	0
18 to 19 years of age	.....	.....	6	5	0
19 to 20 years of age	.....	.....	7	10	0
20 to 21 years of age	.....	.....	9	12	0

Thereafter in accordance with clause 3 (a).

Overtime

6. (a) All time worked in any one day outside or in excess of the hours provided in clause 2 hereof shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter, provided that all time worked after 10 p.m. or before 7.30 a.m. shall be paid for at double time rates.

(b) For work done on Saturday morning between the hours of 7.30 a.m. and 12 noon time and a half rates shall be paid; for all work done in excess of four hours or before 7.30 a.m. or after 12 noon on Saturday double time rates shall be paid.

Meal Allowances and Tea Break

7. (a) Meal money at the rate of 5s. per meal shall be paid or a suitable meal shall be supplied to workers working overtime after 5 p.m.: Provided that such workers cannot reasonably get home for their meal and return within one hour: Provided, further, that such payment shall be made daily or weekly as agreed. For the purpose of this subclause a hot meal shall comprise freshly cooked meat, vegetables, and potatoes with bread and butter and tea or coffee.

(b) A break of 10 minutes each morning and afternoon shall be allowed for morning and afternoon tea without deduction from wages: Provided that the afternoon break shall be allowed not later than one hour before the ordinary time of ceasing work.

Payment of Wages

8. (a) Wages shall be paid weekly not later than Thursday on the premises of the employer and during working-hours.

(b) All wages shall be paid on the dismissal of the worker but when a worker leaves of his or her own accord his or her wages shall be collectable on a day to be agreed upon, but not later than the following pay-day.

Termination of Employment

9. One week's notice of the termination of employment shall be given in the case of weekly workers and two hours' notice in the case of other workers.

Deductions

10. An employer shall be entitled to make a rateable deduction from the weekly wages of any worker for any time lost by her through sickness, accident, or default.

Holidays

11. (a) The following holidays shall be allowed without deduction from wages: A whole holiday every Christmas Day, Boxing Day, New Year's Day, and the day after, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day.

(b) Time worked on any of the above-named holidays shall be paid for at double ordinary rates in addition to the ordinary rate. Time worked on Sundays shall be paid for at double ordinary rates.

(c) Payment of wages for the said holidays shall be made to all persons who have been employed at any time during the fortnight ending on the day on which the holiday occurs.

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

Annual Holidays

12. Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944.

General Conditions

13. (a) All work coming within the scope of this award done by an employee shall be performed in the factory of the employer.

(b) Piecework shall be prohibited.

(c) A first-aid medical outfit, suitably equipped, shall be provided and maintained by the employer and shall be kept in a convenient and accessible place for use in case of accident. Should any worker meet with an accident requiring medical attention during the course of his employment, the employer shall, immediately after the accident, arrange for the worker's transport to a nearby doctor or to a hospital in order that the worker may receive the necessary immediate medical or surgical attention.

(d) Notice of closing down for the Christmas holidays shall be posted in a conspicuous place at least one month before the holidays.

(e) Employers shall provide and keep in order facilities for boiling water at meal-times.

(f) In workshops with concrete floors workers engaged at work on benches, platforms, or stools shall have a floor covering of suitable material on the floor where the worker is required to work.

(g) The employers shall, on written request, at intervals of not less than three months supply to the secretary of the union the names of all workers employed by him under this award.

(h) Union representatives on joint committees of employers and workers shall be allowed time off without pay to attend meetings convened by any particular government department.

(i) Suitable facilities for washing which shall include hot water, soap and clean towels (or other suitable means of drying), shall be provided.

Spray Work

14. Workers engaged in spray painting shall be supplied by the employer with suitable overalls and head coverings, which shall be thoroughly washed and cleaned at the employer's expense. If in constant use, the overalls and head coverings shall be washed and cleaned at intervals of not more than one week. When in spray painting any material is used which is detrimental to health, workers engaged in such spray painting shall be provided with satisfactory respirators which shall be maintained in an efficient condition. Such workers shall be allowed five minutes for washing purposes without deduction of pay when ceasing such work.

Access to Workshops

15. The secretary or other authorised officer of the union of workers shall, with the consent of the employer (whose 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.

Workers to be Members of Union

16. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

17. (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 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 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.

Disputes

18. Any dispute in connection with any matter not provided for in this award shall be settled by the employer and a representative of the union, and in default of any agreement being arrived at, then such matter shall be referred to the local Conciliation Commissioner, who shall either decide the matter or refer the same to the Court within 28 days. Either side, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving notice to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

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 Northern 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 13th day of October 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 13th 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 9th day of December 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.

A. TYNDALL, Judge.