

**NORTHERN INDUSTRIAL DISTRICT SADDLERS AND CANVAS 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 Saddlers, Collar Makers, Bag Makers, Sailmakers, Riggers and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned persons, firms, and companies (hereinafter called “the employers”):

Butler, John E., 80 Albert Street, Auckland.

Calder, F. R., and Sons, 24 Great South Road, Auckland S.E. 2.

Farmers Co-operative Auctioneering Co. Ltd., Hamilton.

Leathers (N.Z.) Ltd., 22 Chancery Street, Auckland.

Le Roy, E., Ltd., Queen Street, Auckland.

National Mortgage and Agency Co. of N.Z. Ltd., Otahuhu.

Palmer, Collins, and Whittaker Ltd., 239 Ponsonby Road, Auckland W. 1.

Sails and Covers Ltd., Fort Street, Auckland.

Wiseman, J., and Sons Ltd., 6 Campbell Road, Auckland S.E. 5.

Williams Canvas Works, Hannah Street, Whangarei.

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 30th day of November 1963 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 30th day of July 1962.

[L.S.]

K. G. ARCHER, Judge.

#### SCHEDULE

##### *Industry to Which Award Applies*

1. This award shall apply to all workers engaged in the repair and manufacture of saddles, bridles, harness, collars, machine-belted, military accoutrements, horse and cow covers, strapping, leggings, and the manufacture or repair of suit and attach cases, trunks, hat-boxes, kit and brief bags, footballs, golfbags, schoolbags, ladies' handbags, fancy leather and plastic goods, and the like, and sails, tents, tarpaulins, rick and vehicle covers, canvas proofing and dyeing, and all canvas work, plastic articles previously made of canvas and the manufacture of flags and life jackets.

Nothing in this award shall apply to workers engaged in the manufacture of plastic articles whose work is covered under any other award or industrial agreement.

The provisions of this award shall not apply to the manufacture or repairing of hessian goods, flour bags, sugar bags, sacks, and woolpacks.

##### *Classification of Workers*

2. (a) The classification of workers shall be journeymen, journeywomen, youths, female machinists, and any other class the trade may require.

(b) A journeyman is a worker who has served his term of apprenticeship at the work covered by this award.

(c) A journeywoman is a worker who has served three years at the work covered by this award.

(d) "All other workers" are workers who are employed under the provisions of this award and are not covered by the provisions of subclauses (b) and (c) of this clause.

##### *Hours of Work*

3. (a) The ordinary hours of work shall not exceed eight a day; such hours shall be worked continuously (except for the meal interval) between 8 a.m. and 5.30 p.m. on five days of the week, Monday to Friday, both days inclusive: Provided that in the case of male workers the commencing hour may be fixed at not earlier than 7.30 a.m. by mutual agreement in writing between the employer and the union.

(b) Except as otherwise agreed, the midday meal period shall not be of less than 45 minutes' duration.

## Wages

## 4. (a) The following shall be the minimum rates of wages:

- (i) Journeymen engaged in canvas work, saddlery, luggage bags and trunks (other than fibre), golf-bag making, £13 17s. 6d. per week.
- (ii) Journeymen fibre-bag makers, machine-belt makers and journeymen engaged in the manufacture and repair of ladies' handbags and belts, zip bags, men's braces and other fancy goods of a like nature £13 5s. per week.
- (iii) All other workers (adults) not covered elsewhere in this clause £13 per week: Provided that male workers commencing employment in the industry over 21 years of age shall be paid:

	Per Week		
	£	s.	d.
First year in the industry.. .. .	12	0	0
Second year in the industry .. .. .	12	10	0
Thereafter .. .. .	13	0	0

## (b) The minimum weekly rates of wages for youths shall be:

For the first six months .. .. .	4	15	0
For the second six months .. .. .	5	10	0
For the third six months .. .. .	6	5	0
For the fourth six months .. .. .	7	0	0
For the fifth six months .. .. .	7	15	0
For the sixth six months .. .. .	8	10	0
For the seventh six months .. .. .	9	5	0
For the eighth six months .. .. .	10	0	0
For the ninth six months.. .. .	11	0	0
Thereafter .. .. .	13	0	0

Provided that workers commencing over 17 years of age shall be paid 10s. per week in addition to the above rates; and over 18 years of age 12s. 6d. per week in addition to the above rates; but this proviso shall not operate so as to increase the rate of £13.

The proportion of youths employed to be one youth to one adult worker employed and covered by this award.

## (c) Females may be employed at not less than the following rates of pay:

	Per Week		
	£	s.	d.
For the first six months .. .. .	4	6	8
For the second six months .. .. .	4	16	8
For the third six months .. .. .	5	11	8
For the fourth six months .. .. .	6	6	8
For the fifth six months .. .. .	7	1	8
For the sixth six months .. .. .	7	16	8
Thereafter .. .. .	9	0	0

Provided that workers commencing over 16 years of age shall be paid 10s. per week in addition to the above rates; but this proviso shall not operate so as to increase the rate of £9. Provided further that female workers commencing employment in the industry over 21 years of age shall be paid:

	Per Week		
	£	s.	d.
First year in the industry.. .. .	7	6	8
Second year in the industry .. .. .	8	0	0
Third year in the industry .. .. .	8	10	0
Thereafter .. .. .	9	0	0

(d) A journeywoman placed in charge of two female workers shall be paid 3s. per week extra; if over two 6s. per week.

(e) Females employed in the manufacture of sails made of materials exceeding 8 oz in weight per square yard with an area of 250 to 360 square feet as a maximum, or employed in the manufacture of tents, horse or cow covers, or tarpaulins made of materials exceeding 12 oz in weight per square yard, shall be paid 9d. per hour extra while so employed.

(f) A weekly worker whose engagement is for less than 40 hours per week shall be paid *pro rata* rate calculated on the ordinary weekly wage.

(g) When operating with hot liquid-wax thread, female machinists shall be paid for each hour continuously working such machine 3d. per hour in excess of the weekly rate prescribed in subclause (c) of this clause.

#### *Increase in Rates of Remuneration*

5. On and after the 26th day of July 1962 the rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953 and dated the 4th day of July 1962.

(EXPLANATORY NOTE—The general order of 4 July 1962, which took effect on 26 July 1962, increased rates of remuneration determined by awards and industrial agreements by an amount equal to 2½ per cent thereof, but excluded from the scope of the increase all allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.)

For the purposes of the general order the term “remuneration” in relation to rates determined by awards and industrial agreements is defined by the regulations as meaning salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commissions, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

#### *Overtime*

6. (a) Time worked in any day beyond the hours set out in clause 3 shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) All work done between 8 a.m. and noon on Saturday shall be paid for at time and a half rates and all work done after noon on Saturday shall be paid for at double time rates: Provided that workers called on to work overtime on a Saturday or holiday shall be paid a minimum of two hours.

#### *Meal Money*

7. When a worker is required to work overtime after 6 p.m. on any day, the employer shall either provide the worker with a meal or pay the worker 5s. meal money, unless the worker can reasonably get home for a meal and return to work within the meal interval allowed. If any worker has had notice to work overtime on the following day and such notice is cancelled on that day the worker shall nevertheless be paid meal money.

#### *Travelling Time*

8. If a worker is required by his employer to work at a place outside of the employer's factory, workshop, or ordinary place of employment, and is thereby put to expense in travelling to and from his work greater than that which he incurs when working in the factory, workshop, or ordinary place of employment, the employer shall reimburse him for such extra expense.

If the time occupied in travelling to the job necessarily is longer than to his ordinary place of employment, then such excess time shall be paid for at ordinary rates of pay except that after noon on Saturday and at any time during a holiday shall be paid for at the rate of time and a half.

*Holidays*

9. (a) The following holidays shall be observed without deduction from wages: A whole holiday on every Christmas Day, Boxing Day, New Year's Day, 2 January, Easter Monday, Good Friday, Anzac Day, Labour Day, Anniversary Day or a day in lieu thereof, and the birthday of the reigning Sovereign.

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

(c) Payment of wages for the said holidays shall be made in accordance with the provisions of the Factories Act.

(d) Should any of the holidays provided for in subclause (a) of this clause (except Anzac Day) fall on a Saturday or on a Sunday, the holiday shall be observed on the succeeding Monday, and in the case of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(e) (i) An annual holiday shall be allowed in accordance with the Annual Holidays Act 1944.

(ii) Upon completion of 10 years' continuous employment with the same employer, a worker shall be granted in respect of each further year of employment with that employer an annual holiday of three weeks instead of two weeks allowed under the Annual Holidays Act 1944.

(iii) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday, then that worker shall not be entitled to any wages for two weeks following that date but the employer shall before that date pay to him, in addition to all other amounts due to him at that date including amounts to which he is entitled in respect of any special holidays, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.

*Deductions From Wages*

10. An employer shall be entitled to make a rateable deduction from the weekly wages of any worker for any time lost by him or her through sickness, accident, or default, or as provided in paragraph (iii) of subclause (e) of clause 9 and subclause (b) of clause 11.

*General Conditions*

11. (a) This award shall not operate so as to reduce the wage of any worker during his or her present employment.

(b) One day's notice of the termination of the employment shall be given to the employer by the worker, or to the worker by the employer, as the case may be; provided that after one month's employment the period of notice shall be one week. Should the requisite notice not be given, one week's wages shall be paid or forfeited as the case may be.

(c) Nothing in this clause shall prevent the summary dismissal of a worker for misconduct or other good cause.

(d) Workers shall be paid their wages not later than Thursday of each week and in the employer's time. Each worker shall receive a weekly statement showing the manner in which the wages have been calculated.

(e) An interval of 10 minutes shall be allowed to every worker during each morning and afternoon, and facilities shall be provided for boiling water for use during this and the lunch period.

(f) No female worker shall be employed in the manufacture of saddle panels of any kind, with the exception of machining.

(g) If a saddler is called upon by the employer to provide tools of trade he shall be paid an allowance of 1s. 6d. a week extra; the minimum requirements of such tools being:

*Group 1:*

Knives - round, gauge, and straight.

Awls - seat - with handle, bent, and stitching awl blades.

Needles - packet of one dozen, quilting, bent, collar straight, and collar bent.

Rasps.

Hammers - saddler's tack.

Tin snips.

Cutting-pliers - one pair.

Scissors - one pair.

Punches.

Saddler's palm.

Saddle stuffers - straight and bent.

Screw crease - single.

Compass - one pair and one race compass.

Bulldog.

Rule, 3 ft.

Edge tools - sizes 1 to 6.

*Group 2:*

Knives - straight, round, and clicking.

Awls - round, seating, and stitching (with blades).

Creases - screw, edge, and bone.

Punches, spring.

Hammers - tack and round head.

Pliers - cutting and pinching.

Needles.

Scissors.

Glass slicker.

Steel square.

Rule, 3 ft.

Edge tools.

Compasses.

In the saddlery and leather trade, where the tool allowance is not paid, and in the canvas goods trade, all tools necessary for the carrying out of the work shall be supplied by the employer and shall remain his property.

(h) A worker working with unteased tow or repairing exceptionally dirty articles such as tarpaulins impregnated with coal or cement dust, shall be paid 4d. per hour extra while so employed with a minimum payment of 1s. per day.

(i) A suitable first aid kit shall be kept in each factory in a place easily accessible to workers.

(j) The provisions of section 69 of the Factories Act in regard to the taking of meals on the employer's premises shall apply to this award.

*Clothing*

12. On engagement female workers shall be supplied with two smocks and male workers with two aprons or two suits of overalls where necessary; such smocks, aprons, or overalls to be replaced when necessary and to remain the property of the employer.

*Right of Entry Upon Premises*

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.

*Unqualified Preference*

14. (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.

(f) Each employer shall on request of the secretary of the union (which request shall not be made at lesser intervals than three months) supply a list of names and addresses of employees covered by this award.

*Under-rate Workers*

15. (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*

16. The essence of this award being that the work of the employers 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 award, or any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this award, 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.

If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman, upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

#### *Exemptions*

17. The following persons, firms, and companies shall be exempted from the provisions of this award:

- The Auckland Farmers' Freezing Co. Ltd., and other freezing companies.
- The Auckland Stevedoring Co. Ltd., Auckland.
- The Colonial Sugar-refining Co. Ltd., Chelsea, Auckland.
- The Northern Steam Ship Co. Ltd., Quay Street, Auckland.
- John Burns Ltd., Customs Street, Auckland.
- The Devonport Steam Ferry Co. Ltd., Quay Street, Auckland.
- Leonard and Dingley, Quay Street, Auckland.
- Auckland Harbour Board, Quay Street, Auckland.
- The Union Steam Ship Co. of New Zealand Ltd., Auckland.

#### *Application of Award*

18. 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*

19. This award shall operate throughout the Northern Industrial District.

#### *Term of Award*

20. 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 first day of the working week in each establishment commencing on or after the 18th day of June 1962, 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 30th day of November 1963.



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 30th day of July 1962.

[L.S.]

K. G. ARCHER, Judge.

---

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 14 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

K. G. ARCHER, Judge.

---