

**TARANAKI, WELLINGTON, NELSON, CANTERBURY, AND OTAGO AND
SOUTHLAND WICKER AND PERAMBULATOR WORKERS—AWARD**

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

In the Court of Arbitration of New Zealand, Taranaki, Wellington, Nelson, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Federated Furniture and Related Trades Industrial Association of Workers (hereinafter called “the union”) and the under-mentioned persons, firms, and companies (hereinafter called “the employers”):

TARANAKI INDUSTRIAL DISTRICT

Lightband and Sons, No. 2 Shop, Devon Street, New Plymouth.

Perraux, L. O., 149 St. Aubyn Street, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Hutt Valley Cane Co., High Street, Lower Hutt.

Perkins, L. and C., Perambulator Makers, 10 Vivian Street, Wellington.

Stewart, B. H., Pram and Basket Manufacturing, 23 Taupo Quay, Wanganui.

NELSON INDUSTRIAL DISTRICT

Cowman, C. H., Wickerworkers, Bridge Street, Nelson.

CANTERBURY INDUSTRIAL DISTRICT

Burt, Porter, Cane Furniture Manufacturing, 636 Ferry Road, Christchurch.

Morgan, C. J., Wickerworker, 52 North Avon Road, Christchurch.

Oxley Prams Ltd., 592B Colombo Street, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Hibbard and Bauchop, 182 Spey Street, Invercargill.

Hoare, T., and Son, 49 Aitkinson Street South, Dunedin.

Oxley Pram Co. Ltd., 56 Princes Street, Dunedin.

Simplex Pram Co. Ltd, 149 King Street, Dunedin.

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, condition, and provisions set out in the Schedule hereto and of his award shall be binding upon the union and upon every member hereof 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 31st day of December 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 19th day of September 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to workers employed on wicker, willow, seagrass, supplejack, cane, rattan, composition fibre, basketware of every description, making of perambulators, invalid carriages, and push-chairs (other than metal bodies), auxiliary seats, shopping-trundels, fitting up of wheeled baby carriages and invalid carriages, spraying, polishing, or painting, or any of the above-mentioned articles, and upholsteresses of wheeled baby carriages and invalid carriages.

Hours of Work

2. (a) Forty hours shall constitute a week's work, to be worked between the hours of 7.45 a.m. and 5 p.m. on Monday to Friday, both days inclusive: Provided that by mutual written agreement between any particular employer and the local union concerned work in any factory may commence at 7.30 a.m.

(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. The following shall be the minimum rates of wages:

| | For the First Month of Employ- ment with the Employer Per Hour s. d. | After Completion of One Month's Employment with the Same Employer Per Week £ s. d. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| (a) Adult workers employed on wicker, willow, seagrass, cane, rattan, supplejack, composition fibre, basketware of every description, woodworking machinists, workers engaged in spraying paint, varnish or synthetic preparations, and assemblers of wooden baby carriages | 7 1½ | 14 5 0 |
| (b) All other adult male workers | 6 5 | 12 16 8 |
| (c) Adult female workers employed on baby carriage or invalid carriage upholstery shall be paid not less than | | 8 17 6 |
| (d) Adult female workers unable to accept full-time employment may be engaged for specific periods of less than 40 hours and paid one fortieth of the appropriate weekly rate for each hour of such period plus 10 per cent. | | |

Female Learners

4. (a) The minimum wages for female learners on baby carriage or invalid carriage upholstery shall be:

| | Per Week £ s. d. |
|--------------------------------|---------------------|
| First six months | 3 11 9 |
| Second six months | 3 17 0 |
| Third six months | 4 2 0 |
| Fourth six months | 5 2 6 |
| Fifth six months | 5 12 9 |
| Sixth six months | 6 3 0 |
| Seventh six months | 7 8 6 |
| Thereafter not less than | 8 17 6 |

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 £8 17s. 6d. 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.

(c) No learner shall be employed on any work other than that prescribed in subclause (a) of this clause.

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 subclause (a) of clause 3.

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

| | £ | s. | d. |
|-----------------------------|----|----|----|
| 15 to 16 years of age | 5 | 7 | 6 |
| 16 to 17 years of age | 5 | 12 | 9 |
| 17 to 18 years of age | 6 | 3 | 0 |
| 18 to 19 years of age | 6 | 13 | 3 |
| 19 to 20 years of age | 7 | 19 | 0 |
| 20 to 21 years of age | 10 | 2 | 0 |

Thereafter in accordance with subclause (a) of clause 3.

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 work done after 10 p.m. or before 7.45 a.m. shall be paid for at double time rates.

(b) For work done on Saturday morning between the hours of 7.45 a.m. and 12 noon time and a half rates shall be paid; for all work done in excess of four hours or after 12 noon on Saturday double time rates shall be paid.

(c) The reference to 10 p.m. and 7.45 a.m. appearing in the above subclauses shall be deemed to be 9.45 p.m. and 7.30 a.m. in all such cases where a written agreement is entered into between any particular employer and the local union concerned, pursuant to the proviso to subclause (a) of clause 2.

(d) Workers called back to work after their day's work is finished or on Saturday, Sunday, or on a holiday shall be paid a minimum payment of one hour at the appropriate overtime rate for such work.

Payment of Wages

7. (a) Wages shall be paid weekly not later than Thursday on the premises of the employer and during working hours: Provided that where wages are normally paid on a Thursday and a holiday falls on the Friday following, wages for that week shall be paid in full not later than Wednesday.

Workers shall be supplied with written details showing how such wages are made up.

(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.

Deductions

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

Meal Allowance and Rest Periods

9. (a) Meal money at the rate of 5s. 2d. per meal shall be paid to workers working overtime for more than one hour after the normal time for ceasing work, or after 1 p.m. on Saturday, Sunday or a holiday: Provided that such workers cannot reasonably get home for their meal and return within one hour: Provided, further, that such payment shall be made to the worker each day before commencing overtime.

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

(c) Employers shall provide and keep in order facilities for boiling water at mealtimes, and at morning and afternoon tea breaks.

Holidays

10. (a) The following holidays shall be allowed without deduction from wages: A whole holiday every Christmas Day, Boxing Day, New Year's Day, the day following that upon which New Year's Day is observed, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day or some other day in lieu thereof.

(b) 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: Provided that the provisions of subsection (6) of the Factories Amendment Act 1956, shall apply in cases where a worker has been employed by more than one employer during that fortnight.

(c) Any work performed on any of the holidays mentioned in subclause (a) of this clause (including days observed in lieu thereof) shall be paid for at double time rates in addition to the ordinary wage.

(d) Every worker who is employed on any Sunday shall be paid at not less than double the ordinary rate of pay.

(e) Should any of the holidays mentioned in subclause (a) of this clause except Anzac day fall on a Saturday or a Sunday, such holiday shall be observed on the next working day or days.

Annual Holidays

11. (a) Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944.

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

(c) Where it is customary for any employer to allow 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 any 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, 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 period of his employment shall be deemed to commence on that date.

Termination of Employment

12. In the case of weekly workers one week's notice of termination of employment shall be given, and in other cases two hours' notice shall be given, but this shall not prevent summary dismissal for misconduct.

Where the employment of a weekly worker is terminated without the requisite notice one week's wages shall be paid or forfeited by the party improperly terminating the service.

Where the employment of any other worker is terminated without the requisite notice two hours' wages at ordinary rates shall be paid or forfeited by the party improperly terminating the employment.

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

(e) 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.

(f) Every employer shall, on request from the local union or its representative, supply within one month from the date requested, the names, private addresses, and occupations of all workers in his employ coming within the scope of this award, but not more often than at three monthly periods.

(g) Union representatives appointed to joint committees of employers and workers shall be allowed time off without pay to attend meetings convened by any particular Government Department.

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.

Travelling

15. (a) All travelling expenses (such to include board and lodging) and the time when travelling shall be paid by the employer. Time occupied in travelling shall be paid at ordinary rates. No worker shall be paid more than an ordinary day's wages for any day occupied by him in travelling, although the hours so occupied by him may exceed eight, unless he is on the same day occupied in working for his employer: Provided that any worker travelling on Saturdays or Sundays or any of the specified holidays shall be paid for the time occupied in travelling at holiday rates.

(b) Employees who are required to use their own motor cycles during the course of their work shall be paid 2s. 6d. for each day or part of a day on which they use same. Workers who are required to use their own push cycles during the course of their work shall be paid 1s. for each day or part of a day on which they use same.

(c) If a worker, at the direction of his employer, commences work at any place other than the workshop of the employer, he shall be paid for the extra time necessarily involved in commencing work at such other place instead of the workshop.

Access to Workshops

16. The secretary or other authorised representative 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.

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.

Unqualified Preference

18. (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.)

Disputes

19. 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

20. 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

21. This award shall operate throughout the Taranaki, Wellington, Nelson, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

22. 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 6th day of August 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 31st day of December 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 19th day of September 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 18 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

The rates of remuneration prescribed in the award are *not* to be increased by the application of the provisions of the Court's general order of 4 July 1962.

K. G. ARCHER, Judge.