

TARANAKI AND WELLINGTON UMBRELLA MAKERS—AWARD

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

Hill, Miss I. M., Umbrella Maker, 222 Devon Street, New Plymouth.

Lethaby’s Umbrella Works Limited, Limbrick Street, Palmerston North.

N.Z. Umbrella Manufacturing Company Limited, Nelson Crescent, Napier.

Peros Quality Umbrellas Limited, 75 Tennyson Street, Napier.

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 31st day of December 1964 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 27th day of September 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

*Industry to Which Award Applies*

1. This award shall apply to the manufacturers of umbrellas and sunshades of all descriptions, and any other allied form of shelter or shade the industry may produce, except articles to which the New Zealand (except Northern, Marlborough, and Westland) Saddlers and Canvas Workers’ Award in force for the time being applies.

*Definitions*

2. A "journeyman" is an adult worker efficient and qualified in the trade by age and experience.

"Journeywoman": A journeywoman is an adult female worker qualified by age and experience.

*Hours of Work*

3. The ordinary hours of work shall not exceed 40 per week or eight per day to be worked between 8 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

*Wages*

4. (a) The minimum rate of wages for journeymen shall be:

	Per Week		
	£	s.	d.
During the first year .....	13	4	3
Thereafter .....	13	8	6

(b) The minimum rates of wages for junior males shall be as follows:

First six months .....	4	17	6
Second six months .....	5	13	0
Third six months .....	6	8	0
Fourth six months .....	7	3	6
Fifth six months .....	7	18	9
Sixth six months .....	8	14	3
Seventh six months .....	9	9	6
Eighth six months .....	10	5	0
Ninth six months .....	11	5	6

Thereafter, journeyman's rates.

Provided that any worker of the age of 21 years or upwards shall be paid not less than £13 0s. 8d. per week.

(c) The minimum rates of wages for journeywomen shall be:

During the first year .....	8	9	0
During the second year .....	8	13	3
Thereafter, not less than .....	8	18	6

(d) The minimum rates of wages for junior females shall be as follows:

First six months .....	3	16	9
Second six months .....	4	7	0
Third six months .....	4	17	3
Fourth six months .....	5	7	6
Fifth six months .....	6	3	0
Sixth six months .....	6	18	3

Thereafter, journeywoman's rates.

Provided that any worker of the age of 21 years or upwards shall be paid not less than £7 11s. per week.

(e) A worker specifically directed to have charge of four or more other workers shall be paid a charge allowance as under:

	Per Week		
	s.	d.	
Males .....	15	0	
Females .....	12	6	

*Part-time Workers*

5. (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 workers *pro rata* the appropriate scale of salary plus ten 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 and preference shall at all times be given to full-time employees.

*Overtime*

6. (a) All time worked outside or in excess of the hours mentioned in clause 3 shall be paid for at the following rates: for the first three hours, time and a half; thereafter, double time.

(b) There shall be a minimum payment of three hours for any work performed on Saturday, Sunday, or any of the holidays enumerated in subclause (a) of clause 9.

*General Conditions*

7. (a) 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. On Saturdays, Sundays, or holidays when meal money is payable the employer shall pay to the worker a special surcharge of 6d. additional where such is incurred.

(b) Each worker shall be allowed one hour each day at midday for meal hour: Provided that the employer and the union may alter the midday mealtime to suit the requirements of the business or the mutual desire of both the employer and the workers concerned.

(c) Not less than one week's notice shall be given by either party of the termination of employment, but this shall not prevent an employer from summarily dismissing a worker for serious misconduct. In the event of the requisite notice not being given, the defaulting party shall pay or forfeit one week's pay as the case may require.

(d) An employer shall be entitled to make a rateable deduction from the wages of any worker for any time lost by him through sickness or default, or as provided in subclause (d) of clause 9.

(e) Workers shall be allowed 10 minutes' break each morning and afternoon without deduction of pay.

(f) All tools required in a factory for the carrying out of work covered by the award shall be supplied, maintained in a state of good repair, and replaced when necessary by the employer.

(g) 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.

(h) On engagement all workers shall be supplied with two aprons; such aprons to be replaced when necessary and to remain the property of the employer.

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

(j) The employer shall on written request from the union, supply a list of the names and addresses of workers bound by this award who are employed by him: Provided that such request shall be made not more frequently than once in each six months.

#### *Piecework*

8. (a) Piecework may be worked by mutual agreement between the workers and the employers, provided that the minimum rate of wages shall not be less than 10 per cent above the rates prescribed in clause 4.

(b) Details of all piecework arrangements or agreements shall be supplied by the employer to the secretary of the union.

(c) No worker shall be allowed to take work home from the factory so that such worker may increase his or her earnings in such a manner.

#### *Holidays*

9. (a) Under this award the following shall be the recognised holidays to be allowed without deduction of pay: New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Anniversary Day or a day in lieu thereof, Labour Day, Christmas Day, and Boxing Day.

(b) Time worked on Sunday or on any holiday shall be paid for at twice the ordinary rate.

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

(d) An annual holiday shall be allowed in accordance with the Annual Holidays Act 1944 and its amendments: Provided that, upon completion of 10 years' continuous service with the same employer, the 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 and its amendments. 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.

(e) At least one month's notice shall be given to workers of the time when annual holidays are due to commence.

#### *Operation of Award*

10. This award shall not operate so as to reduce the wages of any worker during his or her present employment.

#### *Disputes*

11. The essence of this award being that the work of the employers 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 as the same shall arise shall be referred to a committee to be composed of two representatives of the union and two representatives of the employers for their decision. The decision of the majority of the committee shall be binding, and if no decision is arrived at either party may appeal to the Court of Arbitration upon giving written notice of such appeal to the other party within 14 days after the failure of the disputes committee to arrive at a decision or the disputes committee may itself refer the matter to the Court of Arbitration for decision.

#### *Union Official's Right of Entry*

12. 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.

#### *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 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.

#### *Application of Award*

15. 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*

16. This award shall operate throughout the Taranaki and Wellington Industrial Districts.

#### *Term of Award*

17. 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 1st day of the working week in each establishment commencing on or after the 19th day of August 1963, 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 1964.

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 27th day of September 1963.

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

A. TYNDALL, Judge.