

NEW ZEALAND (EXCEPT NORTHERN INDUSTRIAL DISTRICT)  
**UPHOLSTERESSES—AWARD**

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

In the Court of Arbitration of New Zealand, Taranaki, Wellington, Marlborough, Nelson, Westland, 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 association, persons, firms, and companies (hereinafter called “the employers”):

New Zealand Furniture and Furnishing Trades Industrial Association of Employers, 8–12 The Terrace, Wellington.

**TARANAKI INDUSTRIAL DISTRICT**

Harding, S. H., and Sons Ltd., Kuri Street, Kaponga.  
 McCormick, D., and Co. Ltd., Furnishers, Hawera.

**WELLINGTON INDUSTRIAL DISTRICT**

Abbott, Howard, Ltd., 57 Te Awe Awe Street, Palmerston North.  
 Cobbe and Co., Manchester Street, Feilding.  
 Hurdleys Ltd., Lambton Quay, Wellington.  
 Maple Furnishing Co. (Wgton.) Ltd., 12–16 Manners Street, Wellington.  
 Smith, James, Ltd., corner Manners and Cuba Streets, Wellington.  
 Townsend, J. A., and Co. Ltd., 405 Avenue Road East, Hastings.  
 Williams, S. S., and McNaught Ltd., 192 Lambton Quay, Wellington.

**MARLBOROUGH INDUSTRIAL DISTRICT**

Lloyds Upholstery Ltd., 55 Market Street South, Blenheim.  
 Thomas, J. E., Market Street South, Blenheim.  
 Warrens Regent Furnishings Ltd., 5 Maxwell Road, Blenheim.

**NELSON INDUSTRIAL DISTRICT**

Brough, R., Ltd., 263 Hardy Street, Nelson.  
 Russell, G. P., and Sons Ltd., Furnishers, 169 Bridge Street, Nelson.  
 Wright Stephenson and Co. Ltd., Trafalgar Street, Nelson.

**WESTLAND INDUSTRIAL DISTRICT**

Hanson and Co. Ltd., Palmerston Street, Westport.  
 Harley and Co. Ltd., Mackay Street, Greymouth.  
 Trumans Ltd., Mackay Street, Greymouth.

**CANTERBURY INDUSTRIAL DISTRICT**

Bain, J. R., and Co. Ltd., 261 Asaph Street, Christchurch.  
 Ballantyne and Co. Ltd., Lichfield Street, Christchurch.  
 Carter, R. P., Stafford Street, Timaru.  
 Dundas Trading Co. Ltd., 80 Coleridge Street, Christchurch.  
 Ellis, Arthur, and Co., Junction Road, Hornby, Christchurch.  
 Hays Ltd., Gloucester Street, Christchurch.  
 Murrays Ltd., Tancred Street, Ashburton.  
 N.Z. Lace Web Co. Ltd., 24 Collins Street, Christchurch.  
 Reay, A. and A. F., Ltd., Moorhouse Avenue, Christchurch.  
 South Canterbury Farmers' Co-operative Association Ltd., Timaru.

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Barnett, Arthur, Ltd., 158-170 George Street, Dunedin.  
 Bullied, John, and Co. Ltd., Thames Street, Oamaru.  
 Butterfields Ltd., 14 The Octagon, Dunedin.  
 Calder MacKay Ltd., Esk Street, Invercargill.  
 D.I.C. Ltd., 42 Tay Street, Invercargill.  
 Ellis, Arthur, and Co. Ltd., Kaikorai Valley, Dunedin.  
 Holloway, Frank, Furnishers, Spey Street, Invercargill.  
 Modern Trend Ltd., 130 Great King Street, Dunedin.  
 Mcgregor and Kerr, Mersey Street, Gore.  
 Scouller and Chisholm Ltd., Rattray Street, Dunedin.  
 Smith, H. and J., Ltd., Tay Street, Invercargill.

THE COURT of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 23rd day of May 1966 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 15th day of June 1965.

[L.S.]

A. P. BLAIR, Judge.

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SCHEDULE

*Industry to Which Award Applies*

1. This award applies to the classes of work defined in clause 2 hereof.

*Definitions*

2. This award shall apply only to female workers employed on the following classes of work:

- (i) Making of pillow-cases and mattress-cases.
- (ii) Making of quilts, bedspreads, and sleeping bags.
- (iii) Making of cushion-cases and cushion-covers.

- (iv) Making of furnishings such as blinds, including sun blinds and awnings, curtains, drapings and pelmets, and the assembling only of venetian blinds from pre-manufactured components.
- (v) Sewing floor-coverings and plucking of carpets.
- (vi) Sewing and other work usually done by females in connection with upholstered furniture.
- (vii) Making of lampshades.
- (viii) Making pocket-spring foundations for bedding and upholstery.
- (ix) Cutting and making of loose covers.
- (x) Operating of power-cutting machines.

#### *Hours of Work*

3. (a) The hours of work for all classes of workers shall be 40 per week, to be worked between the hours of 8 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

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

#### *Restricted Shifts*

4. (a) Notwithstanding the provisions of clause 3 of this award and subject to section 24 of the Factories Act 1946 as enacted by section 5 of the Factories Amendment Act 1956, restricted shifts may be worked from Monday to Friday between the hours of 4.30 p.m. and 10 p.m. by workers, other than day workers, employed by Arthur Ellis and Co. Ltd., Hornby, Christchurch, on the making of sleeping bags.

(b) Workers employed upon such restricted shifts shall be paid at not less than *pro rata* the weekly rate for journeywomen plus 10 per cent. Adult workers only may be employed.

(c) All workers employed on restricted shifts shall be paid an allowance of 5s. 6d. per shift in addition to the rates prescribed in subclause (b) of this clause.

(d) All workers employed under this clause who work for more than four and a quarter hours in any one shift shall be allowed half an hour for a meal without deduction from wages.

(e) Where necessary, suitable arrangements shall be made for the transport of workers on completion of a shift.

#### *Wages*

5. (a) The minimum wage for journeywomen shall be £10 1s. 6d. per week.

(b) Journeywomen employed cutting and/or sewing loose covers for upholstered furniture (other than from patterns) and carpet workers shall be paid not less than £11 2s. 6d. per week.

(c) 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 Thursday and a holiday falls on the Friday following, wages for that week shall be paid in full not later than Wednesday. Each worker shall be supplied with the details of how her wages are made up.

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

*Learners*

6. (a) The minimum wages for learners shall be as follows:

	Per Week		
	£	s.	d.
First six months	5	0	0
Second six months	5	10	0
Third six months	6	5	0
Fourth six months	7	0	0
Fifth six months	7	15	0
Sixth six months	8	10	0
Thereafter	10	1	6

Provided that workers commencing over 16 years of age shall receive 10s. 8d. per week in advance of the above rates; but this provision shall not operate so as to increase journeywomen's rates: Provided, also, that workers over 21 years of age shall be paid not less than £8 15s. 9d. per week and after 12 months' employment, £10 1s. 6d. per week.

(b) The proportion of learners to journeywomen shall not exceed one learner to every journeywoman who has been employed for at least two-thirds full time for the six months immediately previous to the taking on of the learner: Provided that any employer who does not employ a journeywoman shall be entitled to employ one learner.

*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 of 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.

*Deduction From Wages*

8. No deduction shall be made from the weekly wages prescribed herein except for time lost through the worker's default or sickness or through accident not arising out of and in the course of the employment.

*Certificate of Service*

9. Should the employment of a learner be terminated for any reason, the learner shall be supplied by the employer with a certificate stating her commencing age and time served by her as a learner.

*Overtime*

10. Overtime shall be paid for at time and a half rates for the first three hours on any day, and double time thereafter. On Saturday morning three hours may be worked at time and a half rates and double time thereafter.

*Meal Money and Rest Periods*

11. (a) Meal money at the rate of 5s. 6d. per meal shall be paid to workers working overtime for more than one hour after their usual daily time of ceasing work: Provided in all cases that such workers cannot reasonably get home for their meal and return within one hour.

(b) Where the employer maintains a cafeteria and supplies a suitable meal free of charge to his employees the meal allowance shall not be paid.

(c) The meal money payment shall be made to the worker each day before commencing overtime.

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

(e) The employer shall provide in each factory facilities for boiling water at mealtimes and at morning and afternoon breaks.

### *Holidays*

12. (a) The following shall be the recognised holidays: Christmas Day, Boxing Day, New Year's Day and the day following that upon which New Year's Day is observed, Anniversary Day (or another day in lieu thereof), Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign.

(b) Subject to section 28 of the Factories Act 1946, the employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by her for that employer during the fortnight ending on the day of any holiday referred to in subclause (a) of this clause.

(c) Should any of the prescribed holidays, except Anzac Day, fall on a Saturday or a Sunday, such holiday shall be observed on the next ordinary working day or days.

(d) In districts where Anniversary Day is not generally observed another day may be substituted in lieu thereof, arrangements for the substituted holiday to be made with the union not later than one month prior to the holiday to be substituted.

### *Annual Holidays*

13. (a) Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944, except that upon completion of her tenth and each subsequent year of continuous service with the same employer a worker shall be entitled to an annual holiday of three weeks instead of two weeks.

(b) Notice of closing down for 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 day, but the employer shall before that date pay to her, in addition to all other amounts due to her at that date, an amount equal to one twenty-fifth of her ordinary pay for the period of her employment up to that date, and for the purposes of the Annual Holidays Act the next period of her employment shall be deemed to commence on that date.

### *Right of Entry*

14. Every employer bound by this award shall permit the secretary of the union, or other authorised representative, to enter at all reasonable times upon the premises or works and there interview any worker, but not so as to interfere unreasonably with the employer's business.

### *Termination of Employment*

15. One week's notice shall be given on either side before dismissal or leaving employment. This shall not prevent an employer from summarily dismissing a worker for misconduct.

Where the employment is terminated by either party without notice and without good cause, one week's wages shall be paid or forfeited in lieu of notice.

### *General*

16. (a) The employers shall grant five minutes before the ordinary hour of ceasing work, and provide facilities for their workers to clean their hands and brush their clothes. Hot water, soap and clean towels (or other suitable means of drying) shall be available and provided by the employer.

(b) The employer shall supply and keep in order all scissors used for cutting carpets, blinds, ticking, loose covers, or other heavy materials. Scissors shall be sharpened at the expense of the employer.

(c) No female shall fill into mattresses or cushions, other than fancy cushions, kapok, down, flock, wool, fibre, hair or feathers. Fancy cushions shall not include seat or back cushions which form part of the suite.

(d) No piecework shall be permitted.

(e) A suitable first aid medical outfit 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 her 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.

(f) A timepiece shall be kept in every workroom in a place visible to workers.

(g) The employers shall supply and keep in order a dining room for women workers, provided such room, in the opinion of the Inspector of Factories, is necessary.

(h) The employer shall provide a separate room in which kapok, down, fibre, or feathers shall be worked. Every such room shall be ventilated in accordance with section 56 of the Factories Act 1946.

(i) No female shall be allowed to handle used carpets, outside awnings, curtains, rugs, or quilts unless same have been thoroughly sterilised or cleaned.

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

(k) Employers shall provide and launder smocks or overalls for use when workers are employed as carpet workers, workers engaged on sun awnings and making roller blinds, and on filling kapok or down, or when employed on second-hand repair or alteration work. The smocks or overalls shall remain the property of the employer.

(l) Every employer shall, on request from the local union or its representatives, 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.

### *Matters Not Provided For*

17. 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 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.

#### *Under-rate Workers*

18. (a) Any worker who considers herself 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, her 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 her to have her 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*

19. (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 she is not already a member of a union of workers bound by this award, become a member of such union within 14 days after her 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 she 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.)

#### *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 districts to which this award relates.

#### *Scope of Award*

21. This award shall operate throughout the Taranaki, Wellington, Marlborough, Nelson, Westland, 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 23rd day of November 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 23rd day of May 1966.

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 15th day of June 1965.

[L.S.]

A. P. BLAIR, Judge.

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#### MEMORANDUM

The only matter settled by the Court was a counter-proposal by the employers relating to the working of restricted shifts. Mr Hadley, for the association of workers, contended that the Court had no jurisdiction to insert such a provision as, in Mr Hadley's submission, only the Inspector of Factories could vary the limitations as to hours of work contained in section 19 (2) of the Factories Act. We agree with Mr Hadley that before the company can vary the limitations as to hours of work it must satisfy the inspector that it is "necessary" in terms of section 24 to do so. However the clause that we are adding does not usurp the inspector's functions. Such clause merely gives the company the opportunity of applying to the inspector for relaxation of the clock hours. The inspector has the last word and must exercise his discretion pursuant to the section. The clause we are inserting is a machinery provision permitting section 24 to be invoked.



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

A. P. BLAIR, Judge.

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