

NORTHERN INDUSTRIAL DISTRICT UPHOLSTERESSES—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 undermentioned persons, firms, and companies (hereinafter called “the employers”):

Adair Bros., P.O. Box 547, Gisborne.
 Bavister, J., 5 Morningside Road, Whangarei.
 Broadhead Bros., 65 Wall Road, Penrose.
 Curtaincraft Ltd., 115 Karangahape Road, Auckland.
 Gaylite Studios Ltd., 51 Carr Road, Mt. Roskill.
 Harnish and Jordan Ltd., P.O. Box 11100, Ellerslie.
 Karlana Soft Furnishers, 460 Queen Street, Auckland.
 Menzies Grafton Furniture Ltd., P.O. Box 3185, Auckland.
 Milne and Choyce Ltd., P.O. Box 19, Auckland.
 Soft Furnishing Service, 40 Malfroy Road, Rotorua.
 Tattersfield Ltd., P.O. Box 1826, Auckland.
 Tauranga Furnishing Co. (Babington Bros.), Devonport Road, Tauranga.
 Yendells Furnishers Ltd., Victoria Street, Hamilton.

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 11th day of August 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 5th day of March 1965.

[L.S.]

A. TYNDALL, Judge.

 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 mattress-cases and/or bedspreads.
- (ii) Making and/or filling of pillows, quilts, and cushions.
- (iii) Making of cushion-cases and cushion-covers.
- (iv) Making of furnishings such as blinds (including sun blinds and awnings), curtain, drapings, pelmets, and the assembling only of venetian blinds from pre-manufactured components.
- (v) Sewing and other work usually done by females in connection with upholstered furniture.
- (vi) Making of lampshades.
- (vii) Making pocket-spring foundations for bedding and upholstery.
- (viii) Cutting and making of loose-covers and/or the cutting of upholstery covers.
- (ix) Operating of power-cutting machines.

Hours of Work

3. (a) The ordinary hours of work shall not exceed eight per day from Monday to Friday, both days inclusive, to be worked between the hours of 8 a.m. to 5 p.m.

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

(c) No worker shall be employed for more than five hours continuously without an interval of at least 30 minutes for a meal.

(d) A tea break of 10 minutes each morning and afternoon shall be allowed without deduction from wages: Provided that the afternoon break shall be allowed not later than 3.30 p.m.

Wages

4. (a) The minimum wage for journeywomen shall be £10 3s. 4d. per week.

(b) Journeywomen employed cutting and/or sewing loose covers (other than from patterns) or cutting covers for upholstered furniture (other than from patterns) shall be paid not less than £11 3s. 4d. per week.

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

5. (a) Females under the age of 20 years may be employed as learners at the following minimum weekly rates of wages:

	£	s.	d.
15 to 16 years of age	5	0	0
16 to 17 years of age	6	0	0
17 to 18 years of age	7	0	0
18 to 19 years of age	8	0	0
19 to 20 years of age	9	0	0

Thereafter at not less than the rates prescribed in clause 4 of this award: Provided that where a learner under the age of 20 has completed three years' employment with the same employer she shall receive not less than the rates prescribed in clause 4.

(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.

(c) 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 service by her as a learner.

Part-time Workers

6. (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 purpose of reducing the hours of work or the earnings of any worker.

Deduction from Wages

7. 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.

Overtime

8. All time worked in any day outside or in excess of the hours prescribed in clause 3 hereof shall be deemed to be overtime and shall be paid for at time and a half for the first three hours and double time thereafter: Provided that all time worked after 10 p.m. and before 7.30 a.m. shall be paid for at double time rates. On Saturday morning three hours may be worked at time and a half rates and double time thereafter.

Meal Money

9. Workers required to work overtime after 5.30 p.m. shall, unless they can reasonably get home for a meal and return in the meal period allowed pursuant to subclause (b) of clause 3 of this award, at the option of the employer be supplied with a suitable meal or be paid the sum of 5s. 7d. which shall be paid daily or weekly as agreed.

For the purpose of this clause a suitable meal would comprise freshly cooked meat, vegetables including potatoes, bread and butter, and either tea or coffee.

Holidays

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

(b) Where any person has been employed in any factory at any time during the fortnight ending on the day on which any of the whole holidays referred to in subclause (a) of this clause occurs each employer who employs her in a factory during that fortnight shall pay her for the holidays, on or before the next regular pay day after the holiday, an amount equal to one-tenth of her wages for an ordinary working day multiplied by the number of ordinary working days on which she is employed during the fortnight by the employer.

(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) Time worked on Sunday or on any of the holidays mentioned in subclause (a) of this clause shall be paid for at double time in addition to the weekly wage.

Annual Holidays

11. (a) Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944; provided that for the tenth and subsequent years of continuous service with the same employer a worker shall be entitled to three weeks' annual holiday in lieu of two weeks.

The third week's holiday may be allowed either in conjunction with or separately from the first two weeks as the employer may decide. Notice of closing down for annual holidays shall be posted in a conspicuous place at least one month before the holidays.

(b) 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 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

12. Every employer bound by this award shall permit the secretary of the union, or other authorised officer, 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

13. One week's notice shall be given on either side before dismissal or leaving employment. Wages shall be paid in full immediately on completion of employment.

This shall not prevent an employer from summarily dismissing a worker for misconduct.

General

14. (a) The employer 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 provide and keep in order all scissors used on all work covered by the provisions of this award. Scissors shall remain the property of the employer.

(c) No female shall fill into mattresses, squabs or cushions, other than fancy cushions and quilts, kapok down, wool, fibre, hair, feathers or flock.

(d) No piecework shall be permitted.

(e) 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 during the course of her employment which necessitates medical attention, the employer shall immediately arrange for the worker's transport to a doctor or to a hospital.

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

(g) The employer shall provide and maintain to the satisfaction of the Inspector of Factories a rest room available for the use of women employed when more than six women are employed and in every other factory where the inspector by requisition to the employer so requires.

(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 curtains, rugs, quilts or awnings, unless the same have been thoroughly cleaned and sterilised.

(j) Employers shall provide and launder smocks or overalls for use when workers are employed on sun awnings and making roller blinds and on filling kapok or down or when employed on secondhand repairs or alteration work. The smocks or overalls shall remain the property of the employer.

(k) Every employer shall, on written request from the union secretary, supply 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.

(l) 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.

Matters Not Provided For

15. 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. Either side shall have the right to appeal to the Court against a decision of any such committee 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.

Unqualified Preference

16. (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.)

Under-rate Workers

17. (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.

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 11th day of February 1965, 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 11th day of August 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 5th day of March 1965.

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

A. TYNDALL, Judge.
