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**NORTHERN INDUSTRIAL DISTRICT WICKER AND BABY CARRIAGE 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 United Furniture  
and Related Trades Industrial Union of Workers (hereinafter called “the  
union”) and the undermentioned persons, firms and companies (hereinafter  
called “the employers”):

Aries Cane Manufacturers Ltd., P.O. Box 20010, Glen Eden.

Auckland Pram House, 414 Karangahape Road, Auckland.

Birkenhead Caneware, 57 Rawene Road, Birkenhead.

Cane Specialities Ltd., 137-149 Great North Road, Auckland.

Chik Rattan Ltd., P.O. Box 2383, Auckland.

Kearney, Mervyn Ltd., 57 Lincoln Street, Ponsonby.

Kerler Pram Co., 477 Karangahape Road, Auckland.

Lines Bros. (N.Z.) Ltd., Panmure.

Opie and Thomas, 220B Dominion Road, Auckland S. 2.

Pram House, 116 Alexandra Street, Te Awamutu.

Specialities Pram House, 212 Gladstone Road, Gisborne.

Thompson, W. A., and Co. Ltd., Wicker and Perambulator Manufacturers, 30-36 Wake-  
field Street, Auckland.

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 10th 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 23rd day of March 1965.

[L.S.]

A. TYNDALL, Judge.

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#### SCHEDULE

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

1. This award shall apply to workers employed on wicker, willow, seagrass, supplejack, rattan, cane, composition fibre or like materials, basketware of every description, making of baby carriages, invalid carriages and push-chairs (other than metal bodies), auxiliary seats, shopping-trundels, fitting up of baby carriages and invalid carriages, spraying, polishing, or painting of any of the abovementioned articles and upholsteresses of baby carriages and invalid carriages; the lining of work boxes, picnic baskets or similar articles made from any of the above named materials.

##### *Hours of Work*

2. (a) The ordinary hours of work shall not exceed eight hours on five days of the week, Monday to Friday inclusive, and shall be worked between the hours of 7.30 a.m. and 5 p.m.

(b) Not less than 45 minutes shall be allowed for a meal, but in cases where the majority of workers in a factory 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*

3. (a) (i) The minimum wage to be paid to workers employed on wicker, willow, seagrass, cane, supplejack, rattan, composition fibre or like materials, basketware of every description, wood-working machinists, workers engaged in spraying paint, varnish, or synthetic preparations, and assemblers of wooden baby carriage bodies shall be 7s. 9½d. per hour.

(ii) The minimum wage to be paid to all other male workers shall be 7s. 0½d. per hour.

(b) Female workers, other than learners, employed on machining linings for baby carriage or invalid carriage upholstery, lining work boxes, picnic baskets, or similar articles, shall be paid not less £9 16s. per week.

#### *Female Learners*

4. (a) Female learners under the age of 20 may be employed on baby carriage or invalid carriage upholstery, machining linings for baby carriage or invalid carriage upholstery, lining of work boxes, picnic baskets or similar articles at the following minimum weekly rates of wages:

				Per Week		
				£	s.	d.
15 to 16 years of age	.....	.....	.....	4	6	0
16 to 17 years of age	.....	.....	.....	5	6	0
17 to 18 years of age	.....	.....	.....	6	6	0
18 to 19 years of age	.....	.....	.....	7	6	0
19 to 20 years of age	.....	.....	.....	8	6	0

Thereafter not less than £9 16s. per week.

Provided that where a female under 20 years of age has been employed continuously for three years with the same employer she shall be paid at not less than the rate prescribed in subclause (b) of clause 3 of this award.

(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.

#### *Female Part-time Workers*

5. 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.

#### *Youths*

6. (a) Youths under 20 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, rattan, or cane bodies, or bodies of like materials) 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 paragraph (i) of subclause (a) of clause 3 of this award.

(b) The following shall be the minimum rates of wages:				Per Week		
				£	s.	d.
15 to 16 years of age	.....	.....	.....	5	15	0
16 to 17 years of age	.....	.....	.....	6	5	0
17 to 18 years of age	.....	.....	.....	6	17	6
18 to 19 years of age	.....	.....	.....	7	15	0
19 to 20 years of age	.....	.....	.....	8	17	6

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

#### *Overtime*

7. (a) All time worked in any one day outside or in excess of the hours provided in clause 2 of this award 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 time worked after 10 p.m. or before 7.30 a.m. shall be paid for at double time rates.

(b) For work done on Saturday morning between the hours of 7.30 a.m. and 12 noon time and a half rates shall be paid; for all work done in excess of four hours or before 7.30 a.m. or after 12 noon on Saturday double time rates shall be paid.

#### *Meal Money*

8. 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 2 of this award, at the option of the employer be supplied with a suitable meal or be paid 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.

#### *Payment of Wages*

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

(b) If requested workers shall be supplied with details of how their wages are made up.

#### *Termination of Employment*

10. One week's notice of the termination of employment shall be given in the case of weekly workers and two hours' notice in the case of other workers. Wages shall be paid in full immediately on completion of employment.

#### *Deductions*

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

#### *Holidays*

12. (a) The following holidays shall be allowed without deduction from wages: A whole holiday every Christmas Day, Boxing Day, New Year's Day and the day after, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day.

(b) Time worked on any of the above named holidays shall be paid for at double ordinary rates in addition to the ordinary rate. Time worked on Sundays shall be paid for at double ordinary rates.

(c) 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.

(d) The provisions of the Public Holidays Act 1955 shall be deemed to be incorporated in this award.

#### *Annual Holidays*

13. 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.

#### *General Conditions*

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

(e) Employers shall provide and keep in order facilities for boiling water at mealtimes.

(f) 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.

(g) The employer shall, on written request, at intervals of not less than three months supply to the secretary of the union the names and addresses of all workers employed by him under this award.

(h) 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.

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

(j) Workers applying paint, lacquer, polish or other finish shall be allowed five minutes for washing purposes without deduction of pay when ceasing such work.

#### *Spray Work*

15. 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.

*Right of Entry*

16. Every employer bound by this award shall permit the secretary of the union of workers 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.

*Unqualified Preference*

17. (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*

18. (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*

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 Northern Industrial District.

#### *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 in the first day of the pay week commencing on or after the 10th 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 10th 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 23rd day of March 1965.

[L.S.]

A. TYNDALL, Judge.

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

A. TYNDALL, Judge.