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**TARANAKI, WELLINGTON, AND CANTERBURY GLOVE-  
WORKERS.—AWARD**

*[Filed in the Office of the Clerk of Awards, Christchurch.]*

In the Court of Arbitration of New Zealand, Taranaki, Wellington, and Canterbury Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the New Zealand Federated Clothing Trade Employees' Indus-

trial Association of Workers (hereinafter called "the union") and the undermentioned firms and companies (hereinafter called "the employers") :—

TARANAKI INDUSTRIAL DISTRICT

Preston, G. and A., Glove-manufacturers, Hawera.

WELLINGTON INDUSTRIAL DISTRICT

French Gloves, Ltd., 113 Tory Street, Wellington.  
The Wellington Glove Co., 58 Manners Street, Wellington.

CANTERBURY INDUSTRIAL DISTRICT

Glausius, G., Ltd., 196 Hereford Street, Christchurch.  
N.Z. Glove Co., Ltd., 339 St. Asaph Street, Christchurch.  
Sutherland and Co., 137 Gloucester Street, Christchurch.  
Weston Bros. and Co., Ltd., 132 Manchester Street, Christchurch.  
Woolston Tanneries, Ltd., Madras Street, Christchurch.

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 from the 23rd day of August, 1943, and shall continue in force until the 23rd day of August, 1944, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 12th day of August, 1943.

[L.S.]

A. TYNDALL, Judge.

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SCHEDULE

*Industry to which Award applies*

1. This award shall apply to the glovemaking industry.

*Classes of Workers*

2. The classes of workers recognized by this award are journeywomen, journeymen, apprentices, improvers, and junior males.

*Hours of Work*

3. The hours of work for all classes of workers shall be forty per week, to be worked as follows: Eight hours per day, Monday to Friday inclusive.

## SPECIAL PROVISIONS RELATING TO FEMALE WORKERS

*Term of Apprenticeship and Improvers*

4. The term of apprenticeship for females engaged in any capacity in a glove-factory shall be two years. Each worker may also serve a term of two years as an improver.

*Wages of Apprentices and Improvers*

5. The minimum wages for female apprentices and improvers employed in any capacity shall be at the following rates:—

Apprentices—	Per Week.		
	£	s.	d.
For the first six months ..	0	18	0
For the second six months ..	1	2	0
For the third six months ..	1	6	0
For the fourth six months ..	1	10	0

Improvers—	Per Week.		
	£	s.	d.
For the fifth six months ..	1	15	0
For the sixth six months ..	2	0	0
For the fourth year ..	2	6	6
Thereafter, journeywomen's rates:			

Provided that any worker of the age of twenty-one years or upwards shall be paid not less than the basic wage for the time being prevailing.

#### *General Apprenticeship Conditions*

6. (a) The following provisions shall apply to apprentices: The proportion shall not exceed two apprentices to each journeywoman.

(b) An apprentice shall serve for the full period under competent supervision and shall be taught the work she is required to do in the branch or branches of the trade to which she is apprenticed. The term "branch of the trade" in this award shall be held to mean the work done by hand on gloves.

In machining, "branch of the trade" shall be held to mean glove-machining in all or any of the sections of the trade to which the girl is apprenticed.

(c) It shall be obligatory on the part of the employer to pay the wages stipulated in this award and to teach the apprentice the work she is required to do in the branch or branches of the trade to which she is apprenticed. Any apprentice who has served a period at a branch of a kindred trade shall have such time counted as part of the apprenticeship as though it had been served at the branch or branches of the trade to which she is apprenticed.

(d) The employer shall not dismiss the apprentice for want of work, but shall in such case provide her with another employer within a reasonable distance, who shall continue the first employer's obligations as to teaching and wages.

(e) When the full time of apprenticeship is served, the employer shall give the apprentice a certificate stating the time served.

(f) Should an employer dismiss an apprentice for good cause he shall nevertheless give her a certificate for the time served.

(g) It shall be obligatory on the part of the apprentice to remain with the employer till the full time is served, unless dismissed for misconduct or discharged by removal from the locality or other sufficient cause.

(h) Notice of dismissal, transference, or discharge by operation of law shall be given by the employer to the Inspector of Awards, who, if requested to do so by the secretary of the local union, may furnish such secretary with the information supplied by the employer with regard to any particular apprentice or apprentices.

(i) Three months' probation shall be allowed the first employer of any apprentice to determine her fitness, such three months to be included in the period of apprenticeship.

(j) Time lost on account of illness amounting on the whole to more than one month in the year shall be made up by the apprentice before she shall be deemed to have entered upon her next succeeding period of service.

(k) Except as provided in subclause (d) hereof, no deduction shall be made from the wages of any apprentice except for time lost through sickness, accident, or default of the apprentice.

#### *Definition*

7. A "journeywoman" is one who has served her time as an apprentice and as an improver at any branch of the trade.

#### *Journeywomen's Wages*

8. The minimum rate for journeywomen shall be £2 15s. per week.

#### SPECIAL PROVISIONS RELATING TO MALE WORKERS

#### *Definition and Wages of Cutters*

9. (a) Definition: For the purpose of this award a "first-class glove-cutter" is a worker who is employed at measuring and preparing trunks, thumbs, and forgettes for table-cut gloves. A "second-class glove-cutter" is a worker who is employed at any other glove-cutting.

(b) Wages—	Per Week.
	£ s. d.
First-class glove-cutter	.. 5 10 0
Second-class glove-cutter	.. 4 17 6

#### *Cutters' Requisites*

10. All cutters' requisites shall be provided by the employer.

*Wages of Junior Males*

11. Junior males may be employed at the following rates of wages:—

	Per Week.		
	£	s.	d.
First six months .. .. .	1	0	0
Second six months .. .. .	1	7	0
Third six months .. .. .	1	14	0
Fourth six months .. .. .	2	1	0
Fifth six months .. .. .	2	8	0
Sixth six months .. .. .	2	15	0
Seventh six months .. .. .	3	2	0
Eighth six months .. .. .	3	10	0

Thereafter, at the rate for adult workers:

Provided that a worker of the age of twenty-one years or upwards shall be paid not less than the basic wage for the time being prevailing.

## GENERAL PROVISIONS RELATING TO ALL WORKERS

*Increase in Rates of Remuneration*

12. All rates of remuneration (which term includes time and piecework rates, overtime, and other special payments) provided for in this award shall be subject to the provisions of the general orders dated 9th August, 1940, and 31st March, 1942, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration as follows:—

- (a) The order dated the 9th August, 1940, increases all rates of remuneration by an amount equal to 5 per cent. thereof:
- (b) The order dated the 31st March, 1942, increases all rates of remuneration (inclusive of the August, 1940, bonus) by an amount equal to 5 per cent., but this increase is payable—
  - (i) In the case of males twenty-one years of age and over, on earnings up to £5 per week only;
  - (ii) In the case of females twenty-one years of age and over, on earnings up to £2 10s. per week only; and
  - (iii) In the case of males or females under twenty-one years of age, and apprentices, on earnings up to £1 10s. per week only.

*Overtime and Tea-money*

13. All time worked before the ordinary time for starting or after the ordinary time for ceasing work on any day 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, with a minimum of 1s. 6d. per hour. Twenty-four hours' notice shall be given by the employer to any worker called upon to work overtime after the ordinary time for ceasing work. When less than twenty-four hours' notice has been given, 1s. 9d. shall be paid for tea-money.

#### *Holidays*

14. (a) The following days shall be observed as holidays and shall be observed without deduction from pay: Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, the birthday of the reigning Sovereign, and Anniversary Day or a day in lieu thereof.

(b) Should any of the above-mentioned holidays, except Anzac Day, fall on a Sunday, then for the purposes of this award such holidays shall be observed on the following Monday.

(c) Double rates, in addition to the ordinary weekly wage, shall be paid for any work done on Saturday afternoon, Sunday, or any of the days mentioned in subclause (a) hereof.

(d) An annual holiday of five working-days on full pay shall be granted to all workers on completion of each year of service with the same employer, and any worker leaving his employment or being dismissed for reason other than misconduct shall be entitled to a holiday or the equivalent payment proportionate to the time of service. Broken time shall count as time worked.

Payment for the above holidays shall be made in advance not later than the day before the commencement of the holiday.

(e) The holiday shall be given at a time suitable to the employer, but where practicable shall be given in proximity to the Christmas holidays.

#### *Conditions of Payment of Wages and Employment*

15. (a) Wages shall be paid weekly not later than the day following the close of each factory's working-week, not later than Thursday in any case, and not later than the usual time for ceasing work. All wages shall be paid on dismissal of a worker; but when a worker leaves of his or her own accord his or her wages shall be collectable on the day of leaving.

(b) If work is not available for any worker on an ordinary working-day, the employer shall give notice to such worker on the previous day. If such notice is not given, any worker presenting himself or herself for employment in the morning shall be entitled to a day's pay.

*Termination of Employment*

16. Twenty-four hours' notice shall be given by the employer to the worker or by the worker to the employer, as the case may be.

*Bonus System*

17. (a) In all cases where a bonus is paid the basis on which the bonus is calculated shall be negotiated between representatives of the union employed in the factory concerned and the employer.

(b) In the factories where a bonus system is in operation no deduction shall be made from the bonus in respect of any holidays prescribed by this award or by the Factories Act.

*Matters not provided for*

18. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after the decision shall have been communicated to the party desiring to appeal.

*Right of Entry upon Premises*

19. The secretary or other representative of the union shall be permitted to interview employees in working-hours once a month at their place of employment.

*Workers to be Members of Union*

20. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.



(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

#### *Under-rate Workers*

21. (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 fourteen 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*

22. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, 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*

23. This award shall operate throughout the Taranaki, Wellington, and Canterbury Industrial Districts.

*Term of Award*

24. This award shall come into force on the 23rd day of August, 1943, and shall continue in force until the 23rd day of August, 1944.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 12th day of August, 1943.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The only matter referred to the Court was the wage rates for junior males. These the Court has fixed at the same rates as in the present award.

The dispute was filed with the Clerk of Awards on the 5th April, 1943; consequently, in making the award the Court is bound to comply with Regulation 38 of the Economic Stabilization Emergency Regulations 1942, the effect of which is to preclude the Court from making any variation in the minimum rates of remuneration or the principal conditions of employment for the time being applying to the industry except such adjustments of anomalies as the Court thinks fit, having regard to the general purpose of the regulations—that is to say, the promotion of the economic stability of New Zealand.

The parties in Conciliation Council agreed to increase the minimum rates of wages for female apprentices, improvers, and journeywomen by the same amounts as the Court in December last increased the rates for similar classes of workers in the clothing trades' awards. There has been a close relationship in the past between the rates prescribed for female workers in the clothing trades' awards and glove-workers' awards: see memorandum by O'Regan, J. (37 Book of Awards 2364); consequently, we regard the present difference in the rates as anomalous. We consider the anomaly should be adjusted, having regard to the general purpose of the Economic Stabilization Emergency Regulations 1942, and therefore we have incorporated in the award the rates for female workers agreed upon in Conciliation Council. The parties also agreed to bring the clauses dealing with statutory holidays, overtime, and tea-money into line with the corresponding provisions in the clothing trades' awards, and on

the same grounds as are mentioned above the Court incorporates these provisions in the award. We cannot, however, recognize the existence of any similar grounds for varying the wage rates of male workers, and consequently we are prohibited by the regulations from incorporating in the award the increased rates agreed upon in Conciliation Council for first- and second-class glove-cutters. The rates for second-class chart-cutters and stock-cutters were increased in the clothing trade employees' award because of the length of the apprenticeship period prescribed for these workers. The same circumstances do not exist in the case of first- and second-class glove-cutters.

A. TYNDALL, Judge.

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