

NORTHERN INDUSTRIAL DISTRICT **GLOVE-WORKERS.**—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Auckland Saddlers, Collar-makers, Bag-makers, Sailmakers, and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned firms and companies (hereinafter called "the employers") :—

- Colton Glove Co., Chancery Chambers, Chancery Street, Auckland.
- Falkland and Kulka, Premier Buildings, Swanson Street, Auckland.
- Glovestyle Co., 33-41 Brunswick Buildings, High Street, Auckland.
- Hermes Glove Co., Professional Chambers, High Street, Auckland.
- Hairtone Products, 461 Khyber Pass Road, Newmarket, Auckland.
- Hoskings and Holdsworth, Chancery Chambers, Chancery Street, Auckland.
- Ivanap Glove Co., 175A Symonds Street, Auckland.
- Selrite (N.Z.), Ltd., 421 Karangahape Road, Auckland.
- Star Leather Goods and Glove Co., Safe Deposit Buildings, High Street, Auckland.
- Wellfit Glove Co., 21 H.M. Arcade, Queen Street, Auckland.

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 on the 22nd day of May, 1944, and shall continue in force until the 22nd day of May, 1946, 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 15th day of May, 1944.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to which Award applies

1. This award shall apply to the fancy leather and leather-glove making 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:—

	Per Week.		
	£	s.	d.
<i>Apprentices—</i>			
For the first six months ..	0	19	6
For the second six months ..	1	3	6
For the third six months ..	1	7	6
For the fourth six months ..	1	11	6
<i>Improvers—</i>			
For the fifth six months ..	1	16	6
For the sixth six months ..	2	1	6
For the fourth year ..	2	7	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. A female employed as a cutter shall follow the rates in clause 5 during her apprenticeship and improvership, and shall then be paid a minimum rate of £3 5s. per week.

SPECIAL PROVISIONS RELATING TO MALE WORKERS

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.

	Per Week.
	£ s. d.
(b) Wages:—	
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	2	6
Second six months	1	9	6
Third six months	1	16	6
Fourth six months	2	3	6
Fifth six months	2	10	6
Sixth six months	2	17	6
Seventh six months	3	4	6
Eighth six months	3	12	6

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

General Orders under Rates of Wages Emergency Regulations 1940

12. All rates of remuneration (which term includes time and piece work rates, overtime, and other special payments) provided for in this award shall be subject to the provisions of the general orders dated the 9th August, 1940, and the 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 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. (a) Overtime: All time worked beyond the hours set out in clause 3 hereof shall be deemed to be overtime and shall be paid for at the rate of time and a half.

(b) Tea-money: Twenty-four hours' notice shall be given by the employer to any worker required to work overtime, and when less than twenty-four hours' notice has been given 2s. tea-money shall be paid.

The allowance specified in this subclause shall not be subject to the general orders of the Court under the Rates of Wages Emergency Regulations or the Economic Stabilization Emergency Regulations.

Holidays

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

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

(NOTE.—Attention is drawn to the provisions of the Annual Holidays Act, 1944, which will apply to workers covered by this award as from the 1st August, 1944.)

Conditions of Payment of Wages and Employment

15. An employer may make a rateable deduction from the weekly wages prescribed in this award for time lost by a worker through sickness, accident, or default.

Termination of Employment

16. Twenty-four hours' notice of the termination of the engagement shall be given to the employer by the worker, or to the worker by 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 to any holidays prescribed by this award or by the Factories Act.

Advisory Committee

18. A committee consisting of two representatives of the employers and two representatives of the union, and known as the "Advisory Committee," shall be set up to deal with all applications for permits to work at home.

Matters not provided for

19. 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

20. 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

21. (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

22. (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

23. 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

24. This award shall operate throughout the Northern Industrial District.

Term of Award

25. This award shall come into force on the 22nd day of May, 1944, and shall continue in force until the 22nd day of May, 1946.

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 15th day of May, 1944.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

A number of adjustments to the minimum rates of remuneration for various classes of workers have been agreed upon in Conciliation Council.

Pursuant to the recent amendment to the Economic Stabilization Emergency Regulations (Serial Number 1944/9), all the adjustments except one have been incorporated in the award. The only adjustment which the Court cannot see its way to incorporate is an increase of 2s. 6d. per week to second-class glove-cutters. The reasons for this decision are identical with those given in the latter portion of the Court's memorandum to the Taranaki, Wellington, and Canterbury Glove-workers' award (43 Book of Awards 401).

With regard to clause 13 (b), the Court is not satisfied that a provision to exclude the operation of any future general order in respect of meal allowance is *intra vires*, but the clause has been allowed to stand in the form in which it was agreed upon in Conciliation Council.

A. TYNDALL, Judge.