

WELLINGTON, CANTERBURY, AND OTAGO AND SOUTHLAND GLOVE  
WORKERS—AWARD

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

In the Court of Arbitration of New Zealand, Wellington, 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 Clothing Trades Employees Industrial Association of Workers (hereinafter called “the union”) and the under-mentioned persons, firms and companies (hereinafter called “the employers”):

WELLINGTON INDUSTRIAL DISTRICT

Gardex Industrial Safety Co. Ltd., 42 Victoria Street, Lower Hutt.

Variety Leather Goods Ltd., 59 Manners Street, Wellington.

CANTERBURY INDUSTRIAL DISTRICT

Cheshire, Cameron, 230 Tuam Street, Christchurch.

Westpoint Glove Co., 113 Durham Street, Christchurch.

Weston Bros. and Co. Ltd., 132 Manchester Street, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Triggs and Denton Ltd., 119 George Street, Dunedin.

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 30th day of April 1962 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 9th day of September 1960.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

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

1. This award shall apply to the glovemaking industry.

##### *Classes of Workers*

2. The classes of workers recognised by this award are journeywomen, journeymen and female apprentices.

##### *Hours of Work*

3. The hours of work for all classes of workers shall be 40 per week, to be worked as follows: eight hours per day, Monday to Friday inclusive.

##### *Wages of Apprentices*

4. The minimum wages of female apprentices (whether their term of apprenticeship commenced under this or any previous award) employed in any capacity shall be at the following weekly rates:

Apprentices—			Per Week		
			£	s.	d.
For the first six months	.....	.....	4	0	0
For the second six months	.....	.....	4	10	0
For the third six months	.....	.....	5	5	0
For the fourth six months	.....	.....	6	0	0
For the fifth six months	.....	.....	6	15	0
For the sixth six months	.....	.....	7	10	0

Thereafter, journeywomen's rates.

Provided that workers commencing over 16 years of age shall receive 10s. per week in advance of the above rates: but this proviso 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 £7 per week.

##### *General Apprenticeship Conditions*

5. (a) The term of apprenticeship for females in any capacity shall be three years.

(b) The proportion shall not exceed two apprentices to each journeywoman.

(c) 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.

(d) 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.

(e) 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.

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

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

(h) 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.

(i) 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.

(j) Three months' probation shall be allowed the first employer of any apprentice to determine her fitness. Where this probationary period has less than one month to run, any subsequent employer shall be allowed one month as a probationary period prior to the contract of apprenticeship being entered into. The first period and any other period of probation shall count in the term of apprenticeship.

(k) Time lost in excess of three weeks in the year shall be made up by the apprentice before she shall be deemed to have entered upon her next succeeding year of service.

(l) No deduction shall be made from the wages of any apprentice except for time lost through sickness, accident, or default.

(m) It shall be a breach of this award for an employer to employ an apprentice who is already apprenticed to another employer.

(n) It shall also be a breach of this award for an apprentice who is already apprenticed to commence employment with another employer until the full term of apprenticeship is completed.

#### *Definition*

6. A "journeywoman" is one who has served her time as an apprentice at any branch of the trade, or who, being 21 years of age or over, has served for two and a half years.

#### *Journeywomen's Rates*

7. (a) The minimum rate for journeywomen shall be £8 13s. 4d. per week.

(b) A female worker commencing at the trade when over 21 years of age shall be paid:

	Per Week		
	£	s.	d.
For the first six months .....	7	0	0
For the second six months .....	7	5	0
For the third six months .....	7	10	0
For the fourth six months .....	7	15	0
For the fifth six months .....	8	0	0
Thereafter, at journeywomen's rates.			

### *Definition and Wages of Cutters*

8. (a) A first-class glove-cutter is a worker who is employed at measuring and cutting the parts of a table-cut glove, which shall conform in fit, stretch, and all other requirements with the conditions laid down by the Standards Institute for the manufacture of table-cut gloves, and is employed at such work. A second-class glove-cutter is a worker who is able to cut semi-block and block-cut gloves and is employed at such work.

(b) Wages—				Per Week		
				£	s.	d.
First-class glove-cutter .....	.....	.....	.....	13	9	0
Second-class glove-cutter .....	.....	.....	.....	13	4	2

### *Press Operators*

9. A press operator shall be paid a minimum rate of £12 17s. 6d. per week. A press operator is a worker who is employed using a press for cutting industrial gloves.

### *Cutters' Requisites*

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

### *Part-time Workers*

11. A weekly worker whose engagement is for less than 40 hours per week shall be paid the *pro rata* rate calculated on the ordinary weekly wage.

### *Overtime*

12. (a) All time worked on Saturday mornings and before the ordinary time for starting and after the ordinary time for ceasing work on any other 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. 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 24 hours' notice has been given 5s. shall be paid for tea-money. Where a worker has been notified on the previous day that he or she will be required to work overtime and overtime is not made available, tea-money shall be provided.

(b) No worker regularly employed by an employer during the hours fixed by clause 3 of this award shall work for another employer in the industry outside of those hours.

(c) No employer party to this award shall employ any worker outside of award hours unless he also employs such worker during the ordinary hours of work.

### *Holidays*

13. (a) The following days shall be observed as holidays and shall be observed without deduction from pay: Boxing Day, New Year's Day, the day following 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 to be agreed upon between the secretary of the employers' association and the secretary of the union.

(b) The provisions of the Public Holidays Act 1955 which deal with the observance of and payment for holidays which fall on Saturdays and Sundays shall apply to the holidays specified in this award.

(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) (i) Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944.

(ii) Upon completion of 10 years' continuous employment with the same employer a worker shall be granted in respect of each further year of employment with that employer an annual holiday of three weeks instead of two weeks allowed under the Annual Holidays Act 1944: Provided that the additional week shall be granted at a time convenient to the employer.

#### *Termination of Employment*

14. One week's notice of the termination of the employment of any worker shall be given by either party.

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

#### *Bonus System*

15. (a) In all cases where a bonus is paid, the basis on which the bonus is calculated shall be negotiated between representatives elected by the workers directly concerned in the factory, the employer, and a representative of the workers' union. Should it become impossible to reach agreement, any of the abovementioned parties may refer the question to the Conciliation Commissioner for the industrial district in which the factory is situated for decision. Any party dissatisfied with the decision of the Commissioner may appeal to the Court upon giving written notice of such appeal to the other parties within 21 days after such decision shall have been communicated to the party desirous of appealing.

(b) In 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.

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

16. (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) Facilities for boiling water shall be provided to enable tea to be made for morning, lunch, and afternoon rest periods.

(c) A 10-minute rest period shall be allowed in the morning and afternoon to all workers.

(d) Seats for table hands shall be provided with back rests at the request of the workers concerned.

#### *First-aid Outfit*

17. A first-aid outfit, suitably equipped, shall be provided by the employer on each floor of every factory. A competent person shall be in charge.

#### *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

shall 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 14 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 workers in working-hours once a month at their place of employment.

#### *Workers to be Members of Union*

20. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 18 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 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

(d) An employer shall, if requested to do so by the secretary of the local union, furnish him with a return setting out the names of all workers in his employment who are deemed to be adults under the preceding subclause (b), but not more often than once each six months.

#### *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 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.

*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 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*

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

*Term of Award*

24. 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 5th day of September 1960, 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 30th day of April 1962.

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 9th day of September 1960.

[L.S.]

A. TYNDALL, Judge.

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MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Clause 12 (c) has been inserted in the form in which it was agreed upon in Conciliation Council, but its incorporation is not to be taken as an indication that the Court is satisfied with its validity.

A. TYNDALL, Judge.

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