

## 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 1954; and in the matter of an industrial dispute between the Auckland Saddlers, Collar Makers, Bag Makers, Sailmakers, Riggers and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned companies (hereinafter called “the employers”):

Ivanap Glove Co. Ltd., Gavin Street, Auckland.

James North and Son (N.Z.) Ltd., 10 Huia Road, Otahuhu.

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 31st day of December 1963 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 30th day of July 1962.

[L.S.]

K. G. ARCHER, Judge.

## SCHEDULE

*Industry to Which Award Applies*

1. This award shall apply to the fancy leather, plastic, and leather glovemaking industry.

*Classes of Workers*

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

*Hours of Work*

3. (a) The ordinary hours of work shall not exceed eight a day. Such hours shall be worked continuously (except for the meal interval) between 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

(b) Except as otherwise agreed, the midday meal period shall not be less than 45 minutes duration.

*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 one year 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.
Apprentices—				
For the first six months	.....	4	3	4
For the second six months	.....	4	13	4
For the third six months	.....	5	8	4
For the fourth six months	.....	6	3	4
Improvers—				
For the fifth six months	.....	7	0	0
For the sixth six months	.....	7	15	0

Thereafter journeywomen's rates:

Provided that workers commencing over 16 years of age shall be paid 10s. per week in addition to the above rates; but this proviso shall not operate so as to increase the journeywomen's rates: Provided also, that workers over 21 years of age shall be paid not less than £7 10s. per week.

*General Apprenticeship Conditions*

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

(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 cases 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 dismissal for misconduct or discharge 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, or who commenced to learn the trade at 21 years of age or over and who has served for 18 months.

#### *Journeywomen's Wages*

8. (a) The minimum rate for journeywomen shall be £9 per week.

(b) A female worker who has not had previous machining experience and who commences at 21 years of age or over, shall be paid £7 10s. per week for the first six months; £7 15s. per week for the second six months; £8 per week for the third six months, and thereafter at journeywomen's rates.

(c) A female employed as a handcutter shall follow the rates in clause 5 during her apprenticeship and improvership, and shall then be paid a minimum rate of £9 16s. 8d. per week.

#### *Special Provisions Relating to Male Workers*

9. (a) *Definitions*—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" or "hand clicker" is a worker who is employed at any other glove-cutting by hand.

A "press worker" is a worker who is employed in press work only.

(b) *Wages*—

	Per Week		
	£	s.	d.
First-class glove-cutter .....	14	2	6
Second-class glove-cutter or hand clicker .....	13	11	8
Press worker and clicking machine operator .....	13	2	6

Provided that male workers commencing employment in the industry over 21 years of age shall be paid:

	Per Week		
	£	s.	d.
First year in the industry .....	12	0	0
Second year in the industry .....	12	10	0
Thereafter .....	13	11	8

#### *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.
For the first six months .....	4 5 0
For the second six months .....	4 15 0
For the third six months .....	5 15 0
For the fourth six months .....	6 15 0
For the fifth six months .....	7 15 0
For the sixth six months .....	8 15 0
For the seventh six months .....	9 15 0
For the eighth six months .....	10 15 0
Thereafter .....	13 11 8

Provided that workers commencing over 16 years of age shall receive 7s. 6d. per week in advance of the above rates, and over 17 years of age 10s. per week in advance of the above rates, and over 18 years of age 12s. 6d. per week in advance of the above rates, but this proviso shall not operate so as to increase the rate of £13 11s. 8d.

*Increase in Rates of Remuneration*

12. On and after the 26th day of July 1962 the rates or remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953 and dated the 4th day of July 1962.

(EXPLANATORY NOTE—The general order of 4 July 1962, which took effect on 26 July 1962, increased rates of remuneration determined by awards and industrial agreements by an amount equal to  $2\frac{1}{2}$  per cent thereof, but excluded from the scope of the increase all allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

For the purposes of the general order the term "remuneration" in relation to rates determined by awards and industrial agreements is defined by the regulations as meaning salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commissions, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

*Overtime and Tea Money*

13. (a) *Overtime*—All time worked on any day 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 for the first three hours and double time thereafter.

(b) *Tea money*—Twenty-four hours' notice shall be given by the employer to any worker required to work overtime, and when less than 24 hours' has been given either 5s. tea money shall be paid or an adequate meal provided.

Where a worker is 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 paid.

*Holidays*

14. (a) The following days shall be observed as holidays and shall be observed without deduction from pay: New Year's day, 2 January, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, Anniversary Day, and the birthday of the reigning Sovereign.

(b) Should any of the holidays as set out in subclause (a) of this clause, except Anzac Day, fall on a Saturday or on a Sunday, the holiday shall be observed on the next succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(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 sub-clause (a) hereof.

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

(ii) Upon the 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's holiday may by agreement between the employer and the worker, be taken separately.

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

15. (a) 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.

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

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

(d) On engagement female workers shall be supplied with two smocks and male workers with an apron which shall be replaced by the employer annually or as necessary.

(e) Workers shall be paid their wages not later than Thursday of each week and in the employer's time. Each worker shall receive a weekly statement showing the manner in which the wages have been calculated.

#### *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: Provided that after one month's employment the period of notice shall be one week.

#### *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.

#### *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 14 days after the decision shall have been communicated to the party desiring to appeal.

#### *Right of Entry Upon Premises*

20. The secretary or other authorised officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

#### *Unqualified Preference*

21. (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.

#### *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 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*

23. 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*

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

#### *Term of Award*

25. 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 28th day of June 1962, 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 31st day of December 1963.

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 30th day of July 1962.

[L.S.]

K. G. ARCHER, Judge.

#### MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 21 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

K. G. ARCHER, Judge.