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NORTHERN INDUSTRIAL DISTRICT HATTERS—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 Hatters Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned persons, firms, and companies (hereinafter called “the employers”):

Abbott, Armstrong, and Howie Ltd., 15 Elliott Street, Auckland.

Gainsborough Millinery Ltd, 26 Durham Street, Auckland.

Hedda Hats Ltd., 7 Airedale Street, Auckland.

Maestro Manufacturers of Millinery, 124 Hobson Street, Auckland.

M.K. Manufacturing Co., 21 Great South Road, Auckland.

Plummer and Co. Ltd., 73 Lorne Street, Auckland.

Ross and Glendining Ltd., Greys Avenue, Auckland.

Star Hat Co., National Mutual Buildings, Chancery Street, Auckland.

Vogue Millinery Ltd., 27 Rutland Street, Auckland.

Wadley Hats, Hall of Commerce, 54 High Street, Auckland.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned 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 day of the date hereof and shall continue in force until the 26th day of October 1964 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 26th day of April 1963.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Definitions*

1. This award shall apply to the following classes of work:

- (a) In the case of men's hats: hat-blocking (steam or water), open or box framing, finishing (hand or machine), stiffening, shaping, flanging, cutting, velouring (before or after trimming); but this award shall not apply to the manufacture of caps under the provisions of the Clothing Trades' Award.
- (b) In the case of women's and children's hats: all work done in connection with the manufacture of women's and children's hats or hoods, except the work heretofore done by workers employed under the provisions of the Dressmakers and Milliners' and the Clothing Trades' Awards: Provided that all work done in the stiffening and polishing room shall be done by workers under this award.

##### *Hours of Work*

2. The ordinary hours of work shall not exceed 40 per week, to be worked between the hours of 8 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

##### *Wages*

3. (a) A senior hand shall be paid 10s. per week in addition to the rate set out in subclause (b) of this clause.

A "senior hand" shall mean and include any worker who has served for a period of more than eight years at the trade.

(b) A journeyman shall be paid a minimum wage of £14 6s. 10d. per week.

The term "journeyman" shall mean and include any worker (male or female) other than an apprentice employed under the Apprentices Act 1948, or an under-rate worker employed under clause 15 of this award, or any worker employed under subclause (c) of this clause.

(c) Other workers, other than senior hands, journeymen, apprentices employed under the Apprentices Act 1948, and under-rate workers employed under clause 15 of this award may be employed at the following rates: For the first two years, £12 per week; for the second term of ensuing three years, £13 10s. per week; thereafter the journeymen's rate.

The employer shall supply a certificate stating particulars of the employment under this subclause and the workers affected shall produce such a certificate to any future employer for ascertaining their wage rate.

The proportion of workers employed under this subclause shall be in the ratio of one to three senior hands and journeymen or part thereof.

#### *Overtime*

4. (a) All time worked before the ordinary time for starting and after the ordinary time for ceasing work 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) When a worker is required to work more than one half an hour after his ordinary time for ceasing work on any day, the employer shall provide a meal or pay the worker 5s. 3d. to enable him to obtain a meal, unless the worker has received at least 24 hours' notice that he will be required to work such overtime, and provided he can reach his home and return to work within the meal interval allowed. Where a worker has been notified on the previous day that he will be required to work overtime and overtime is not made available, a minimum payment of one hour at overtime rates shall be paid.

(c) All work done on Saturday and Sunday shall be deemed to be overtime and shall be paid for at the rate of double time.

(d) No worker regularly employed by an employer during the hours fixed by clause 2 of this award shall work for another employer in the industry outside of those hours.

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

#### *Holidays*

5. (a) The following shall be observed as holidays, and shall be paid for at the same rate as ordinary working days: Christmas Day, Boxing Day, New Year's Day and the day after New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign.

(b) Should any of the holidays, other than Anzac Day, fall on a Saturday or Sunday, then for the purpose of this award such holidays shall be observed on the following Monday and/or Tuesday.

(c) For work done on any of the above-mentioned holidays, payment shall be made at the rate of double time in addition to any payment to which the worker may be entitled under subclause (a) of this clause.

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

(e) Upon the completion of 10 years' 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 the two weeks allowed under the Annual Holidays Act 1944.

#### *General Provisions*

6. (a) Wages shall be paid weekly not later than the next working day following the close of each factory's working week and not later than Thursday in any case, and not later than the usual closing time of the factory.

(b) All wages shall be paid on the termination of employment.

(c) An employer shall be entitled to make a rateable deduction from the wages of any worker for any time lost by him through sickness, accident, or default.

(d) When work is not available at the factory and notice has not been given on the previous day, any worker who attends at the factory for the purpose of working shall be paid for at least four hours' work. When such worker is required to attend in the afternoon, such worker shall be paid for four hours' work although no work is available. When a worker has commenced work and by reason of a stoppage of the machinery is unable to continue working, payment shall be made as though such worker had worked for the half-day period.

(e) When slackness of work or the exigencies of trade render it necessary to work short time, the employer shall distribute the work as evenly among the workers of each class as circumstances will permit, and in such cases workers shall be paid only for the time actually worked, subject to subclause (d) of this clause.

(f) Facilities for boiling water shall be provided.

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

(h) A pint of milk shall be allowed workers engaged on stiffening, finishing, and blocking.

(i) Masks and overalls or aprons shall be provided for all workers at their individual request.

(j) Each worker shall be allowed two hours annually for an X-ray and medical examination. The worker shall produce proof, on demand by his employer, that he has utilised the time for this purpose.

#### *Piecework*

7. Piecework shall be prohibited.

#### *Bonus System*

8. (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 above-mentioned 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.

#### *Termination of Employment*

9. 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 week's wages shall be paid or forfeited in lieu thereof.

#### *First Aid Outfit*

10. A St. John first-aid outfit or similar kit, fully equipped, shall be provided by the employer on each floor in every factory. A suitable person shall be in charge.

#### *Interview With Employees*

11. The secretary or other representative of the union shall be permitted to interview employees at their place of employment during working hours, by appointment with the management for the purpose of collecting contributions due to the union.

#### *Disputes*

12. 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, 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 such decision shall have been communicated to the party desirous of appealing.

#### *Unqualified Preference*

13. (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.)

#### *Notification*

14. 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 adult workers in his employ, but not more often than once each six months.

#### *Under-rate Workers*

15. (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*

16. 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*

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

#### *Term of Award*

18. This award shall come into force on the day of the date hereof, and shall continue in force until the 26th day of October 1964.

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 26th day of April 1963.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The only matters referred to and settled by the Court were the meal allowance provision (clause 4 (b)) and term of award. In other respects the award incorporates the terms of the memorandum of partial 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 13 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.

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