

**NORTHERN INDUSTRIAL DISTRICT SPORTS-GOODS MAKERS AND
REPAIRERS—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 Sports Goods Employees Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):

Atlas Consolidated, 1 Emily Place, Auckland.
Farmers Trading Co. Ltd., Hobson Street, Auckland.
Kilwell Products Ltd., Fenton Street, Rotorua.
Long and Johns, 3 Lorne Street, Auckland.
Sportex Ltd., Parnell Road, Auckland.
Sportsply (Owen Eyre Ltd.), 118 Broadway, Newmarket, Auckland.
Tasman Tackle, Neilson Street, Te Papapa, Auckland.
Tisdalls, W. H., Ltd., 176 Queen Street, Auckland.
Watts Sports Depot, Exchange Lane, 91 Queen Street, Auckland.
Wilson, R. D., Ltd., 83 O’Rorke Road, Penrose.
Wisemans Ltd., 166 Queen Street, Auckland.

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 on the day of the date hereof and shall continue in force until the 12th day of February 1967 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 12th day of August 1965.

[L.S.]

A. P. BLAIR, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to workers engaged wholly or substantially in the manufacturing, assembling, or repairing of sports goods.

Hours of Work

2. (a) The ordinary hours of work shall not exceed 40 hours per week or eight hours per day, Monday to Friday, both days inclusive, to be worked between the hours of 7.30 a.m. and 5 p.m.: Provided that alternatively retail establishments may observe the following daily hours: seven and a half hours per day on four days of the week between 8 a.m. and 5.30 p.m., and 10 hours per day on the day of the late night between 8 a.m. and 9 p.m.

(b) No worker shall be employed for more than four and a quarter hours continuously without an interval of at least 45 minutes for a meal, provided that the meal period may be reduced to not less than 30 minutes by agreement between the employer and the workers concerned. The said period of four and a quarter hours may be extended to not more than five hours in cases where the employer allows a rest interval of not less than 10 minutes in every working period of not more than three hours.

Overtime

3. (a) All time worked in excess of or outside of the hours prescribed in clause 2 hereof shall be deemed to be overtime and shall be paid for at time and a half for the first three hours and double time thereafter.

(b) Overtime shall be calculated on a daily basis.

(c) The employer shall either provide a suitable meal or allow meal money at the rate of 5s. 7d. per meal when workers are called upon to work overtime after 6 p.m. on Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, or Saturday, or after 1 p.m. on Saturday or Sunday, unless such workers can get home for a meal and return to their work in one hour, in which case the meal allowance need not be paid.

(d) When a worker is called back after having completed his day's work and left the place of employment, or on a Saturday or Sunday, or is called out to work overtime before his usual time of commencing work and does not continue working until such time, he shall be paid for a minimum of two hours.

Holidays

4. (a) The following shall be the recognised paid holidays: New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day. If any of the above holidays, except Anzac Day, falls on a non-working day, it shall be observed on the first working day thereafter.

(b) A worker employed at any time during the fortnight ending on the day of any holidays mentioned in subclause (a) of this clause shall be entitled, as payment for the holiday, to an amount equal to one-tenth of his wages for an ordinary working day multiplied by the number of ordinary working days upon which he was employed during the fortnight by that employer.

Where on any working day during the aforementioned fortnight a worker has not otherwise been in employment in which he is entitled to payment for the holiday, the employer who last employed him in a factory during that fortnight shall be liable to pay him in respect of each day on which he was not otherwise employed as aforesaid an amount equal to one-tenth of his wages for an ordinary day.

For the purpose of this subclause a certificate in writing by any person that he has not for any period during the said fortnight been employed on an ordinary working day in any employment for which he is entitled to payment for any of the holidays mentioned in subclause (a) of this clause shall be *prima facie* evidence of the fact. No worker shall be entitled to receive payment for more than the equivalent of one day's wages for any such holiday.

(c) For work done on any of the above holidays or on Sunday double time shall be paid.

Annual Holidays

5. Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944, except that upon completion of his tenth and each subsequent year of continuous service with the same employer a worker shall be entitled to an annual holiday of three weeks instead of two weeks: Provided that the third week may be allowed either in conjunction with or separately from the first two weeks.

Notice of Christmas holidays shall be posted in a conspicuous place at least one month before the holidays.

Wages

6. The following shall be the minimum rates of pay for male workers 21 years of age and over:

	Per Hour	
	s.	d.
Iron golf club grinder—		
Over five years' experience	8	0
Up to five years' experience	7	0
Iron golf club polisher—		
Over five years' experience	8	0
Up to five years' experience	7	0
Other workers engaged in iron golf club manufacture ..	7	0
Wooden golf club head maker or repairer—		
Over five years' experience	8	0
Up to five years' experience	7	0
Other workers engaged in wooden golf club manufacture ..	7	0
Fishing rod assemblers—		
Over five years' experience	7	6
Up to five years' experience	6	10
Machinist—		
Over five years' experience	8	0
Up to five years' experience	7	0
Finisher—		
Over five years' experience	7	6
Up to five years' experience	6	10
Racket stringers	7	6
All other workers not specified	6	10

Worker in Charge

7. Where a worker is in charge of four or more workers an allowance of 4d. per hour shall be paid.

Youths

8. Male workers under 21 years of age shall be paid in accordance with the following scale:

Age at Commencing Employment	First Year		Second Year		Third Year		Fourth Year
	First Half	Second Half	First Half	Second Half	First Half	Second Half	
Under 17	118/-	126/-	136/-	145/-	154/-	164/-	190/-
17 to 18	126/-	136/-	145/-	154/-	164/-	189/-	..
18 to 19	136/-	145/-	154/-	164/-	189/-	..	..
19 to 20	145/-	154/-	164/-	189/-	..	..	..
20 to 21	153/-	164/-	..	..	..	..	..

Females

9. Female workers may be employed at the following minimum rates of pay:

Age at Commencing Employment	First Year		Second Year		Third Year		Fourth Year	
	First Half	Second Half	First Half	Second Half	First Half	Second Half	First Half	Second Half
Under 16 ..	102/-	111/-	119/9	128/6	137/6	146/-	153/6	161/6
16 to 17 ..	111/-	119/-	128/-	134/-	145/-	152/-	158/-	..
17 to 18 ..	119/-	128/-	134/-	145/-	152/-	158/-	..	..
18 to 19 ..	128/-	136/6	145/-	152/-	158/-	..	..	..
19 to 20 ..	136/6	145/-	152/-	158/-	..	..	..	..
20 to 21 ..	145/-	152/-	..	..	..	..	..	..

Thereafter, or on attaining the age of 21 years, not less than £10 per week.

Proportion

10. The proportion of juniors to adults shall not exceed one junior worker to each adult worker.

Tools

11. All tools and facilities for keeping them in good order shall be provided by the employer.

Payment of Wages

12. (a) All wages shall be paid not later than Thursday and within working hours.

(b) All wages shall be paid immediately following the dismissal of a worker. When a worker leaves of his own accord he shall be paid as soon as practicable thereafter.

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

(d) Details of earnings and deductions shall be available to each employee each pay day.

Termination of Employment

13. In the case of hourly workers, 24 hours' notice, to include eight working hours, of the termination of the employment shall be given by either party. In the case of weekly workers, one week's notice, consisting of 40 working hours, shall be given, but this shall not prevent the employer from summarily dismissing a worker for good cause. Where the employment is terminated by the worker without notice, or by the employer without notice or good cause, one day's wages in the case of hourly workers, and one week's wages in the case of weekly workers, shall be paid or forfeited in lieu of notice.

General Conditions

14. (a) Provision for lockers, proper sanitary arrangements and facilities for washing shall be made in accordance with the Factories Act 1946.

(b) Employers shall supply aprons or overalls and/or gloves to male workers:

(i) Employed on work entailing the use of synthetic or casein glues;

(ii) Engaged in spraying lacquer, paint or synthetic; or

(iii) Employed on grinding or metal polishing operations.

Female workers employed on any of the abovementioned work may be optionally provided with smocks.

(c) Workers shall use rubbish receptacles provided.

(d) A 10 minute rest period shall be allowed to all workers in the middle of each four hour working period.

(e) A female worker shall not be required to lift or carry without assistance more than 35 lb in weight.

(f) An employee who is appointed as first aid man or woman and who holds a first aid certificate or its equivalent shall be paid 10s. per week extra.

(g) Workers shall be allowed three minutes for washing at the end of each day.

Notification

15. Employers shall supply on request to the secretary of the union at not more than quarterly intervals a list of the workers covered by this award.

Exemption

16. Nothing in this award shall apply to any worker employed by a golf professional at a golf course.

Unqualified Preference

17. (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.)

Right of Entry

18. The secretary or other authorised representative 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.

Matters Not Provided For

19. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties

bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be settled between the employer and the secretary and president, together with two members of the executive 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 within seven days after such decision shall have been communicated to the party desiring to appeal.

Under-rate Workers

20. (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

21. 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 the 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

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

Term of Award

23. This award shall come into force on the day of the date hereof and shall continue in force until the 12th day of February 1967.

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 1965.

[L.S.]

A. P. BLAIR, Judge.

MEMORANDUM

The award incorporates the terms of 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 17 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. BLAIR, Judge.
