

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 8th day of June 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 6th day of February 1961.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the fancy leather, plastic, and leather glove making 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. 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.

*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 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
Improvers—	
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 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 per week.

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 cases provide her with another employer within a reasonable distance, who shall continue the first employers 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.

Journeywomens' Wages

8. (a) The minimum rate for journeywomen shall be £8 13s. 4d. 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 5s. per week for the first six months; £7 10s. per week for the second six months; £7 15s. per week for the third six months, and thereafter at journeywomen's rates.

(c) A female employed as a hand cutter shall follow the rates in clause 5 during her apprenticeship and improvership, and shall then be paid a minimum rate of £9 10s. 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) <i>Wages</i> —	Per Week
	£ s. d.
First-class glove-cutter	13 11 8
Second-class glove-cutter or hand clicker	13 4 2
Press worker and clicking machine operator	12 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.
For the first six months	4 0 0
For the second six months	4 10 0
For the third six months	5 10 0
For the fourth six months	6 10 0
For the fifth six months	7 10 0
For the sixth six months	8 10 0
For the seventh six months	9 10 0
For the eighth six months	10 10 0
Thereafter	13 4 2

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 4s. 2d.; Provided, also, that workers over 21 years of age shall be paid not less than £11 5s. per week.

Overtime and Tea-money

12. (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 notice 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

13. (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 subclause (a) hereof.

(d) (i) Annual 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's holiday may by agreement between the employer and the worker, be taken separately.

Conditions of Payment of Wages and Employment

14. (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

15. 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

16. (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

17. 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

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 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

19. 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.

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.)

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 district to which this award relates.

Scope of Award

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

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 8th day of December 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 8th day of June 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 6th day of February 1961.

[L.S.]

A. TYNDALL, Judge.

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.

A. TYNDALL, Judge.