

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 Trade 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, Max, 387 St. Asaph Street, Christchurch 1.
Hornsby and Tapper Ltd., 115 Lichfield Street, Christchurch 1.
Westpoint Glove Co., 113 Durham Street, Christchurch 2.

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 7th day of June 1966 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 16th day of July 1964.

[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, journey-men, 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	15	0
For the second six months	5	5	0
For the third six months	6	0	0
For the fourth six months	6	15	0
For the fifth six months	7	10	0
For the sixth six months	8	5	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 14s. 2d. 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 £9 9s. 2d. 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 14 2
For the second six months	7 19 2
For the third six months	8 5 0
For the fourth six months	8 10 0
For the fifth six months	8 15 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	14 16 8
Second-class glove-cutter	14 8 4

Press Operators

9. A press operator shall be paid a minimum rate of £13 19s. 4d. 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. 2d. 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) of this clause.

(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.

(iii) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday, then, subject to any agreement under the proviso to subsection (2) of section 3 of the Annual Holidays Act 1944, that worker, notwithstanding the provisions of subclause (f) of clause 16 of this award, shall not be entitled to any wages for the two weeks following that date but the employer shall before that date pay to him in addition to all other amounts due to him at that date, including amounts to which he is entitled in respect of special holidays, an amount equal to one-twentyfifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.

Termination of Employment

14. Within the first week of employment one hour's notice of the termination of the employment shall be given by either party, but thereafter one week's notice of the termination of the employment shall be given by either party, failing which one week's wages shall be paid or forfeited as the case may be.

Bonus System

15. (a) In all cases where a bonus is paid, the basis on which the bonus is calculated shall be negotiated between the representatives elected by the workers directly concerned in the factory, the employer, and a representative of the workers' unions. 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.

Conditions of Payment of Wages and Employment, and General Conditions

16. (a) Wages shall be paid weekly not later than Thursday in any case and not later than the usual closing time in the factory. Not more than two days' pay shall be kept in hand by the employer. Where a holiday falls on a Thursday or a Friday, wages shall be paid on the preceding Wednesday.

(b) Each worker shall be entitled to be given a statement showing how the wages are assessed and the deductions made.

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

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

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

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

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.

Unqualified Preference

20. (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

21. 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 employ who are deemed to be adults under subclause (e) of clause 20 but not more often than once each six months.

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 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 districts to which this award relates.

Scope of Award

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

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 first day of the pay period in each establishment commencing on or after the 15th day of June 1964, 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 7th day of June 1966.

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 16th day of July 1964.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, 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 20 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
