

(110.) TIMARU DRESSMAKERS, TAILORESSES, AND SHIRT-
MAKERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 17th day of May, 1902, between Josiah Ballantyne, of Christchurch, in the Provincial District of Canterbury, New Zealand, draper, William Ballantyne, of the same place, draper, and Thorne Ballantyne, of London, England, draper, trading together at Timaru, in the Provincial District of Canterbury, New Zealand, and elsewhere as drapers under the style or firm of "J. Ballantyne and Co." (hereinafter called "the said employers"), of the one part, and the Timaru Dressmakers, Tailoresses, and Shirtmakers' Industrial Union of Workers (hereinafter called "the said union") of the other part, witnesseth that it is hereby mutually agreed by and between the said employers and the said union as follows:—

1. The hours of labour shall be as follows: From 8.50 a.m. to 1 p.m. on six days of the week, with one hour for dinner—viz., from 1 p.m. to 2 p.m.—on five days of the week; work resumed from 2 p.m. to 6 p.m. on five days of the week, and on the sixth day, the half-holiday in each week, work will cease for the day at 1 o'clock.

2. It is agreed that overtime be not under ordinary circumstances worked, but if worked will be paid for in accordance with the provisions of the Factories Act, always provided that if in any exceptional emergency it may become necessary, then such overtime must be in accordance with the provisions of section 22 of "The Factory Act, 1901," and its subsections. It is further agreed that notice of the intention to work overtime must be posted in the workrooms at least five hours before such overtime be commenced, and that such notice shall specify the number of hours to be worked on each day; and if any worker objects to work overtime such objection shall not be used against her, nor shall she be discriminated against in any respect in consequence of such objection.

3. When overtime is worked, the following shall be the rate of pay for the overtime worked: (a) For all workers whose ordinary

rate of pay shall be less than 10s. per week, 6d. per hour; and (b) for all workers earning 10s. per week and over, 9d. per hour.

4. The payment of wages shall be by the week, or by the day when a full week of forty-five hours is not worked, and the minimum rate of wages shall be in accordance with the class marked "A" set out in the schedule to this industrial agreement.

5. One week's notice to terminate employment shall be given and received.

6. A time and attendance book shall be kept, in which the names of all workers shall be entered. Attendance shall be marked each morning at 9 o'clock and each afternoon at 2 o'clock. Any worker not then in attendance will be marked "absent," and such absence shall be followed by a proportionate stoppage of wage at the next following wage-payment.

7. In the event of temporary slackness of work, and in order to insure a fair distribution of work and wages, it is agreed that on notice being posted in the workrooms one clear day previous the hours of work may be reduced to three-quarter time or half-time, and that such reduction shall be in the afternoon of each day, always reckoning the half-holiday in each week as being payable to the worker without deduction.

8. A progressive wage is to be secured by an extra payment per week each twenty-six weeks, commencing after sixteen years of age and continuing until twenty years of age, and the minimum rate paid shall be that set out in Class A in the schedule hereto.

9. All work shall be paid for by the day or week, and there shall be no piece-task log or team work worked on the premises of the said employers, nor shall any of the said workers be allowed to perform work of such a nature for the said employers off the said premises.

10. In all cases, where equally competent, preference shall be given by the employers to members of the union; but all persons in the service of the employers shall be treated equally, whether members of the union or non-members.

11. To encourage habits of industry and to recognise ability the employers have compiled the schedule of weekly wages as set out at the foot of this agreement, which they will be prepared to pay. Class A being the minimum rate, Class B the ordinary rate for fair average workers, and Class C is a merit rate that may be earned by industry and competence; and it is hereby agreed that Class A shall be that rate at which all workers shall commence.

12. At any time during the service of workers the heads of workrooms may recommend the increase of pay as set out in Class B, when such increase will be given, and thereupon shall commence with the following week. Any worker, on the recommendation of the heads of workrooms, and at intervals of twenty-six weeks, may be further recommended to the said employers for promotion to Class C for merit, and, with the approval of the manager for the time being at Timaru aforesaid of the said employers, the pay of

such worker shall thenceforth be at the rate set out in the said Class C.

13. This agreement shall be binding on the parties hereto for a period of two years, commencing from the 17th day of May, 1902, and ending on the 17th day of May, 1904.

14. This agreement shall be binding on the employers and workers so far as the Timaru businesses of the said employers are concerned, but shall not apply to any of the employers' other businesses unless hereafter otherwise agreed in writing.

In witness whereof these presents were executed the day and year first above written.

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SCHEDULE OF WAGES PER WEEK.

		Class A, Minimum.		Class B, Ordinary.		Class B, Merit.	
		s.	d.	s.	d.	s.	d.
Under sixteen years	...	5	0	5	0	5	0
Afterwards—							
First twenty-six weeks	...	8	0	8	0	8	0
Second "	...	9	6	10	0	10	6
Third "	...	11	0	12	0	13	0
Fourth "	...	12	6	14	0	15	6
Fifth "	...	14	0	16	0	18	0
Sixth "	...	15	6	18	0	20	6
Seventh "	...	17	0	20	0	23	0
Eighth "	...	18	6	22	0	25	6
Twenty years and over	...	20	0	24	0	28	0

Workers over twenty years of age with five years' experience, if their work is satisfactory, will be paid an increase each twenty-six weeks under Class A of 1s. 6d. per week, under Class B of 2s. per week, under Class C of 2s. 6d. per week, or such other wage as may be agreed on between the employers and the union.

The common seal of the Timaru Dressmakers, Tailoresses, and Shirtmakers' Industrial Union of Workers was hereunto affixed by order of the committee of management by Agnes McIlroy and Maud Healey, two of the members of the committee, this 19th day of May, 1902, in the presence of—Maud Healey, Secretary.

AGNES McILROY, President.

Signed by the said Josiah Ballantyne, William Ballantyne, and Thorne Ballantyne (by his attorney, William Ballantyne), in the presence of—Leonard Banks, Accountant, Christchurch.

JOSIAH BALLANTYNE.

WILLIAM BALLANTYNE.

THORNE BALLANTYNE

(By his Attorney, William Ballantyne).

I, William Ballantyne, of Christchurch, in the Provincial District of Canterbury, New Zealand, draper, do solemnly and sincerely declare as follows:—

1. That I am the attorney named and described in and appointed by a certain deed-poll or power of attorney dated the 20th day of April, 1894, and made by Thorne Ballantyne, named and described therein, a copy of which said power of attorney was deposited in the Land Transfer Office, at Christchurch, as No. 2125.

2. That I have received no notice or information of the revocation of the said power of attorney by the death of the said Thorne Ballantyne or otherwise, and I believe the said power of attorney to be in full force and effect.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act of the General Assembly of New Zealand intituled "The Justices of the Peace Act, 1882."

WILLIAM BALLANTYNE.

Declared at Christchurch aforesaid, this 17th day of May, 1902, before me—John Murray, a Justice of the Peace in and for the Colony of New Zealand.

(111.) CHRISTCHURCH MOULDERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and its amendment; and in the matter of an industrial dispute between the Christchurch Iron and Brass Moulders' Industrial Union of Workers (herein called "the union") and the following persons, firms, and companies (hereinafter called "the employers"): Scott Bros., Manchester Street, Christchurch; P. and D. Duncan (Limited), Tuam Street, Christchurch; Booth and Macdonald, Carlyle Street, Sydenham; J. Anderson and Sons, Lichfield Street, Christchurch; Lucas Bros., Kilmore Street, Christchurch; R. Buchanan, St. Asaph Street, Christchurch; J. Troup, Crown Ironworks, Armagh Street, Christchurch; H. Hepburn and Sons, Tuam Street, Christchurch; T. Atkinson, Tuam Street, Christchurch; Topliss Bros., Lincoln Road, Christchurch; and T. Waddell and Co., St. Asaph Street, Christchurch.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned 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