

**(4388.) NORTHERN DISTRICT (EXCEPT POVERTY BAY) SHIRT AND
WHITE WORKERS.—AWARD.**

In the Court of Arbitration of New Zealand, Northern Industrial District. — In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between Macky, Logan, and Caldwell (Limited) (who, together with the persons, firms, and companies hereinafter named, are called “the employers”) and the Auckland Shirt and White Workers’ Industrial Union of Workers (hereinafter called “the union”):—

Bear and McArthur, manufacturers, Albert Street, Auckland.

Brennan and McGuire, manufacturers, 3 Brown Street, Ponsonby, Auckland.

- Clark, A., and Sons (Limited), manufacturers, Wellesley Street West, Auckland.
- Cooper, Misses, manufacturers, 91 New North Road, Eden Terrace, Auckland.
- Court, John (Limited), manufacturers, Queen Street, Auckland.
- Doyle, Misses, manufacturers, 121 Ponsonby Road, Auckland.
- Ellison, E., manufacturer, Hobson Street, Auckland.
- Empire Shirt and Blouse Company, Albert Street, Auckland.
- Faulconbridge, J. H., manufacturer, Sussex Street, Grey Lynn, Auckland.
- Goldsmith, J. G., manufacturer, Dundonald Street, Auckland.
- Greer, Robert, manufacturer, Douglas Street, Ponsonby, Auckland.
- Jordan's Clothing Factory (H. H. Jordan), Alexandra Street, Auckland.
- Jordan, J. B., manufacturer, Dundonald Street, Auckland.
- Kay, B., manufacturer, Albert Street, Auckland.
- King and Armitage, manufacturers, New North Road, Kingsland, Auckland.
- King, F. M. (Limited), manufacturers, Albert Street, Auckland.
- Levens, J. H., manufacturer, 107 Williamson Avenue, Grey Lynn, Auckland.
- Meek, R. and W., manufacturers, Dundonald Street, Auckland.
- Milne and Choyce (Limited), manufacturers, Queen Street, Auckland.
- Seabrook, H. H., manufacturer, Grafton Road, Auckland.
- Smith, A. W., manufacturer, St. Paul Street, Auckland.
- Smith and Caughey (Limited), manufacturers, Queen Street, Auckland.
- Thompson, Mrs. G. E., manufacturer, 31 Ponsonby Road, Auckland.
- Wallis, E., manufacturer, Hauraki Road, Birkenhead, Auckland.
- Wardell, Mrs. A., manufacturer, 287 Ponsonby Road, Auckland.
- Wheatley, Miss E., manufacturer, 122 Ponsonby Road, Auckland.
- Willcocks, Miss A., manufacturer, 15 Manukau Road, Parnell, Auckland.

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, 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 1st day of May, 1916, and shall continue in force until the 30th day of April, 1919, and thereafter as provided by subsection (1) (*d*) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 8th day of August, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

PART I.—CONDITIONS APPLICABLE TO FEMALE WORKERS.

Classes of Female Workers.

1. The classes of female workers recognized by this award are—
Journeywomen in charge, journeywomen, apprentices, improvers, examiners, and under-rate workers.

Definitions.

2. (*a.*) A “journeywoman in charge” shall mean one who controls and is responsible for the giving out, receiving, and efficiency of the work in each section of any branch of the trade

(*b.*) A “journeywoman” is one who has served her time as an apprentice at any branch of the trade.

(*c.*) An “under-rate worker” is one who, having served her apprenticeship and improvership, has her wages fixed in accordance with the clause hereinafter dealing with such cases.

(d.) A female "examiner" shall mean a worker who is held responsible for the proper finishing, folding, and despatch of all goods manufactured in the factory.

Apprentices.

3. (a.) The period of apprenticeship for female workers shall be two years, and they shall be paid a minimum wage at the rate of 5s. per week for the first six months, 7s. 6d. per week for the second six months, 10s. per week for the third six months, and 12s. 6d. per week for the fourth six months.

(b.) There shall be no limitation of the number of apprentices employed.

(c.) An apprentice shall serve the full period and be taught the branch of the trade to which she is apprenticed.

(d.) It shall be obligatory on the part of the employer to pay the wages stipulated in the award and to teach the apprentice the branch of the trade to which she is apprenticed. Any apprentice who has served a period at a branch of a kindred trade in the same employ shall have such time counted as part of the apprenticeship as though it was served at the branch of the trade to which she is apprenticed.

(e.) The employer shall not dismiss the apprentice for want of work, but must in such case provide her with another employer within reasonable distance who will 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 for 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 upon 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.

(j.) Three months' probation shall be allowed to the first employer of any apprentice to determine her fitness, such three months to be included in the period of apprenticeship.

(k.) No deductions shall be made from the wages of an apprentice except for time lost through the worker's illness or default or on account of the temporary closing of the factory for cleaning the same or for repairing the machinery, and the apprentice shall make up such lost time before the following year of her apprenticeship shall be deemed to commence, and the total period of her apprenticeship shall be extended for a period equal to such lost time but an apprentice working overtime shall have such time added to her ordinary time in calculating the respective years of her apprenticeship.

Improvers.

4. Apprentices having completed their term of apprenticeship may be employed as improvers for two consecutive years immediately after the expiration of the period of their apprenticeship, either by the employers with whom they have been apprenticed or by any other employer, at a minimum wage at the rate of 15s. per week for the first six months, 17s. 6d. per week for the second six months, £1 per week for the third six months, and £1 2s. 6d. per week for the fourth six months.

Hours of Work.

5. The ordinary hours of work shall not exceed forty-five per week.

Minimum Wages.

6. The minimum wage for journeymen in charge shall be £1 7s. 6d. per week, and for journeywomen and examiners £1 5s. per week.

Forewomen exempted.

7. Only one forewoman shall be recognized in each of the following departments—viz., shirt, collar, blouse, and underclothing—and such forewoman shall be exempted from the operation of this award.

Overtime.

8. Overtime shall be paid at the following rates: All workers earning under 10s. per week, 6d. per hour; over 10s. per week, 9d. per hour; over £1 5s. per week, time and a quarter.

Deductions.

9. No wages shall be paid for time lost through the factory being closed for the annual factory holidays, or for public holidays other than statutory holidays, or for stock-taking or cleaning the premises. The statutory holidays shall be Christmas Day, New Year's Day, Good Friday, Easter Monday, Labour Day, and the birthday of the reigning Sovereign.

PART II.—CONDITIONS APPLICABLE TO MALE WORKERS.

Classes of Male Workers.

1. The classes of male workers recognized by this award are—Journymen, apprentices, examiners, and under-rate workers.

Hours of Labour.

2. The ordinary hours of work shall not exceed forty-five per week.

Minimum Wages.

3. The following shall be the minimum wages, for the under-mentioned classes of workers: Chart cutters, £3 per week; stock cutters, £2 15s. per week; examiners, £2 10s. per week.

Definitions.

4. (a.) A "chart cutter" shall mean a journeyman who cuts to measure from block patterns supplied by the employer.

(b.) A "stock cutter" shall mean a journeyman who understands the laying up, marking in, and cutting by shears, knife, or machine any class of apparel coming within the scope of this award.

(c.) A male "examiner" shall mean a worker who is held responsible for the proper finishing, folding, and despatch of all goods manufactured in the factory.

(d.) All cutters' requisites shall be supplied by the employer.

Overtime and Holidays.

5. (a.) Any time worked beyond the ordinary hours in any one day shall be deemed to be overtime, and shall be paid for at the rate of time and a quarter for the first three hours and time and a half afterwards. If possible twenty-four hours' notice shall be given by the employer to any male worker called upon to work overtime. In lieu of less than six hours' notice being given 1s. tea-money shall be paid in the case of men living more than one mile from the factory in which they are employed. Double time shall be paid for all work done on Sundays, Christmas Day, and Good Friday, and time and a half for all work done on New Year's Day, Easter Monday, Labour Day, and the birthday of the reigning Sovereign.

(b.) Notwithstanding anything contained in this award to the contrary no payment is to be made for any holiday except where work is actually performed.

Piecework.

6. No piecework or contract work shall be allowed.

Apprentices.

7. (a.) Any employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rate of wages, namely: For the first year, 10s. per week; for the second year, 17s. 6d. per week; for the third year, £1 5s. per week; for the fourth year, £1 12s. 6d. per week; and for the fifth year, £2 per week.

(b.) The period of apprenticeship shall be five years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship; and the obligation of the apprentice to serve his employer shall be deemed to be a duty enforceable under this award.

(c.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the

termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give him a certificate for the time served and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligation of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate for the time actually served.

(d.) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

(e.) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(f.) When an apprentice is discharged for cause the employer shall send notice of the discharge and of the cause thereof to the Inspector of Factories.

(g.) Existing arrangements with or relating to apprentices now serving any employer may continue, provided that an employer wishing such arrangements to continue shall forward the names of his present apprentices to the Inspector of Factories within one month after the filing of this award.

(h.) No deduction shall be made from the wages of an apprentice except for time lost through the worker's illness or default or on account of the temporary closing of the factory for cleaning the same or for repairing the machinery, and the apprentice shall make up such lost time before the following year of his apprenticeship shall be deemed to commence, and the total period of his apprenticeship shall be extended for a period equal to such lost time; but an apprentice working overtime shall have such time added to his ordinary time in calculating the respective years of his apprenticeship.

(i.) The proportion of apprentices shall be one apprentice for every three or fraction of three journeymen.

(j.) For the purpose of determining the number of apprentices to journeymen the calculation shall be based on a two-thirds full-time employment of journeymen during the six months immediately prior to taking an apprentice, and an employer working at any branch of the trade shall rank as a journeyman.

PART III.—CONDITIONS APPLICABLE TO ALL WORKERS AFFECTED BY THIS AWARD.

War Bonus.

1. (a.) So long as the British Empire remains in a state of war with Germany and Austria or either of them, and for three months after the declaration of peace, there shall be paid a war bonus of $7\frac{1}{2}$ per cent. to improvers and journeywomen on their weekly wages up to and including those who earn £1 15s. per week without overtime, and to fourth- and fifth-year apprentices and journeymen up to and including those who earn £3 10s. per week without overtime. In no case shall the said bonus be paid on payments made for overtime work.

(b.) Notwithstanding the foregoing clause the said war bonus may at any time during the currency of this award be continued either wholly or partially, or may be increased or terminated as the Court, on application of any party to this award or of its own motion, may determine.

Payment of Wages.

2. All wages shall be paid weekly within fifteen minutes of the usual time for ceasing work. Employers shall not keep more than two days' wages in hand at any pay-day.

Machinery and Subdivision of Labour.

3. The employer shall have the right to introduce whatever machinery his business may in his opinion require, and to divide or subdivide labour in any way he may deem necessary, subject to the payment of wages as herein set forth and to the provisions of clause 3, Part I, and clause 7, Part II, hereof.

Control of Factory.

4. Every employer shall be entitled to the fullest control over the management of his factory, and to make such regulations as he deems necessary for time-keeping and good order.

Deductions.

5. (a.) Any time lost through illness or default of the worker, or by reason of a breakdown or accident to any of the machinery used by the employer, or shortage of work necessitating temporary suspension of the whole of the factory shall be deducted from his or her wages, provided that any such time exceeds one continuous hour. Where any worker has presented himself or herself for employment in the morning, and no work has been provided for him or her, the employer shall in such case pay such worker one half-day's wages unless due notice has been given to the worker the previous day.

No worker who presents himself or herself under such circumstances shall receive less than one half-day's wages.

(b.) When the slackness of work or the exigencies of the trade render it necessary to work short time the employer shall distribute the work as evenly among all the classes of workers as circumstances shall permit, and in such cases workers shall only be paid for the time actually worked, subject to subsection (a) hereof.

Termination of Employment.

6. One week's notice of the termination of the service of the worker shall be given by the employer to the worker or by the worker to the employer, but this shall not prohibit the employer from summarily dismissing any worker for good cause.

Under-rate Workers.

7. (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 fourteen 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 Factories 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.

Preference.

8. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member

of the union, and who shall not become a member thereof within one calendar month after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Matters not provided for.

9. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the president or secretary of the union, and in default of any agreement being arrived at such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party dissatisfied with the decision of the Inspector of Awards may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Scope of Award.

10. This award shall apply to the whole of the Northern Industrial District, except the Poverty Bay district, which lies outside a line drawn from the East Cape along the main range to the boundary of the Wellington Industrial District.

Term of Award.

11. This award shall come into force as from the 1st day of May, 1916, and shall remain in force until the 30th day of April, 1919.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 8th day of August, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept.

T. W. STRINGER, Judge.