

(8431.) NORTHERN INDUSTRIAL DISTRICT (EXCEPT GISBORNE JUDICIAL DISTRICT) SHIRT, WHITE, AND SILK 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 the Auckland Tailoresses and other Female Clothing Trade Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Ambler and Co. (Limited), White-work Manufacturers, Albert Street, Auckland.

- Berlei (N.Z.) Limited, Corset and Brassiere Manufacturers, Macky-Logan Buildings, 73 Lorne Street, Auckland.
- Berry, M. S., White-work Manufacturers, 38 Great North Road, Auckland.
- Brennan, C., White-work Manufacturers, care of Rendells Limited, Karangahape Road, Newton.
- Cambridge Clothing-factory, White-work Manufacturers, Brown Street, Ponsonby, Auckland.
- Cambridge Clothing-factory, White-work Manufacturers, Manukau Road, Newmarket.
- Campbell, Lily B., White-work Manufacturer, 147 Crummer Road, Auckland.
- Carey and Ashworth, White-work Manufacturers, 151 Albert Street, Auckland.
- Clark and Sons (Limited), Arch., White-work Manufacturers, 164 Grafton Road, Auckland.
- Dickenson and Co., White-work Manufacturers, Alexander Street, Auckland.
- Doyle, Misses, White-work Manufacturers, 7 Mount St. John Avenue, Epsom.
- Emms, Mrs., Surgical-belt Maker, 1 Eden Terrace, Auckland.
- Faulconbridge, J. H., White-work Manufacturer, 107 Williamsons Avenue, Grey Lynn.
- Greer and Son, Robert, White-work Manufacturers, 38-44 Douglas Street, Ponsonby.
- Hope, Henry, White-work Manufacturer, 50 Karangahape Road, Auckland.
- Kay and Son, B., White-work Manufacturers, care of House of Flackson, Karangahape Road, Auckland.
- Kearney, Annie, White-work Manufacturer, 193 Hobson Street, Auckland.
- King, F. M. (Limited), White-work Manufacturers, 165 Albert Street, Auckland.
- Model Shirt Factory (A. J. Clapcott), White-work Manufacturer, 77 Victoria Street, Auckland.
- Ross and Glendining (Limited), White-work Manufacturers, Grey Street, Auckland.
- Royal Manufacturing Company (Limited), White-work Manufacturers, 15 Dundonald Street, Auckland.
- Sargood, Son, and Ewan (Limited), White-work Manufacturers, 154 Hobson Street, Auckland.
- Skinner, L., White-work Manufacturer, 42 Sussex Street, Grey Lynn.
- Turner Bros., White-work Manufacturers, 80 Crummer Road, Auckland.
- Wakem, J., White-work Manufacturer, 81-83 Symonds Street, Auckland.

Wallace (Limited), White-work Manufacturers, Cook Street, Auckland.

Wallis, Edgar, White-work Manufacturer, Hauraki Road, Birkenhead.

Welch, Mrs., White-work Manufacturer, 162 Ponsonby Road, Auckland.

Woods, R. T., White-work Manufacturer, 16 Mackelvie Street, Grey Lynn.

Thames—

Wood, R., White-work Manufacturer, Pollen Street, Thames.

Hamilton—

Blomfield, Mrs. I. A., White-work Manufacturer, Victoria Street, Hamilton.

Turner, Miss I. B., White-work Manufacturer, Victoria Street, Hamilton.

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 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 from the 21st day of December, 1925, and shall continue in force until the 21st day of December, 1927, 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 affixed, and the Judge of the Court hath hereunto set his hand this 3rd day of December, 1925.

[L.S.]

F. V. FRAZER, Judge.

## SCHEDULE.

*Classes of Workers.*

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

*Hours of Work.*

2. The hours of work for all classes or workers shall be forty-four per week.

## PROVISIONS RELATING TO FEMALE WORKERS.

*Term of Apprenticeship.*

3. The term of apprenticeship for females engaged in any capacity in a factory shall be three years. Each worker shall also serve a term of one year as an improver.

*Wages of Female Apprentices and Improvers.*

4. (a.) The minimum wages of female apprentices and improvers employed in any capacity shall be at the following weekly rates, namely :—

	£	s.	d.
For the first six months .. .. .	0	15	0
For the second six months .. .. .	0	17	6
For the third six months .. .. .	1	0	0
For the fourth six months .. .. .	1	2	6
For the fifth six months .. .. .	1	5	0
For the sixth six months .. .. .	1	7	6
For the seventh six months .. .. .	1	10	0
For the eighth six months .. .. .	1	15	0

(b.) No worker over the age of twenty-one years shall be paid less than £1 7s. 6d. per week except as may be provided under the provisions of clause 19 hereof.

*Apprentices.*

5. The following provisions shall apply to apprentices :—

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

(b.) An apprentice shall serve for the full period, and shall be taught under competent supervision the branch of the trade to which she is apprenticed. The term "branch of the trade" in this award shall be held to mean (a) shirt-machining, (b) blouse-machining, (c) under-clothing-machining, (d) white-work machining, (e) button-hole or other special machining. An apprentice shall not be employed on button or button-hole or other special machining until such time as she had learned one or more branches of the trade as described herein.

(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

branch 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 of the trade to which she is apprenticed.

(d.) The employer shall not dismiss the apprentice for want of work, but must in such cases provide her with another employer within a reasonable distance who will continue the first employer's obligations as to teaching and wages.

(e.) When the full time of apprenticeship is served the employer shall give the apprentice a certificate for 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 dismissed for misconduct or discharged by removal from the locality or other sufficient cause.

(h.) Notice of dismissal, transference, or discharge by operation of law shall be given by employers to the Inspector of Awards, who, if requested to do so by the secretary of the local union, shall 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.) Absence on account of sickness amounting in the whole to more than one month in the year shall be made up by the apprentice before the following year shall be deemed to commence.

(k.) An employer shall not be bound to pay an apprentice for time lost through sickness or through the default of the apprentice, or by her voluntary absence from work with the consent of the employer.

#### *Definition.*

6. (a.) A journeywoman is one who has served her time as an apprentice and as an improver at any branch of the trade.

(b.) 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.

(c.) 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, and for the purposes of the minimum wage shall rank as a journeywoman.

#### *Journeywomen's Wages.*

7. The minimum wage for journeywomen shall be £2 5s. per week.

*Overtime.*

8. (a.) Any time worked beyond the ordinary hours in any one day in any one factory 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 required to work overtime. When less than twenty-four hours' notice has been given, 1s. 6d. shall be paid for tea-money.

(b.) Double rates shall be paid for any work done on Saturday afternoon, Sunday, or on any of the following holidays: Christmas Day, New Year's Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Anzac Day, and the day of the union's annual picnic, if held.

(c.) This clause is subject to the provisions of the Factories Act, 1921-22.

## PROVISIONS RELATING TO CUTTERS.

*Minimum Wages.*

9. The minimum wage for a second-class chart cutter shall be £4 11s. per week (2s. 1d. per hour); for a stock cutter, trimmer, and male examiner, £4 7s. 6d. per week (2s. per hour).

*Definitions.*

10. (a.) A "second-class chart cutter" is one who cuts to measure from block patterns supplied by the employer.

(b.) A "stock-clothing cutter" is one who understands the laying-up, chalking-in, and cutting, by shears, knife, or machine, all classes of clothing.

(c.) A "male examiner" is one who is responsible in the finishing room for the folding and sending out of all classes of clothing.

*Cutters' Requisites.*

11. All cutters' requisites shall be provided by the employer.

*Overtime and Holidays.*

12. The provisions of clause 8 hereof shall apply to cutters.

*Piecework.*

13. Piecework shall not be allowed.

## GENERAL PROVISIONS RELATING TO ALL CLASSES OF WORKERS.

*Payment of Wages.*

14. (a.) All wages shall be paid weekly not later than Friday, within fifteen minutes of the usual time for ceasing work. Employers shall not keep more than one day's wages in hand at any pay-day.

When a worker is dismissed by the employer, then and in such case the worker shall be paid his or her wages at the time of dismissal.

(b.) In all cases where a bonus is paid to workers it shall be the duty of the employer to state to the workers concerned the basis on which the bonus is calculated, so that each worker may know the amount he or she is entitled to receive and be able to check the calculation thereof.

*Machinery and Subdivision of Work.*

15. The employer shall have the right to introduce whatever machinery his business may in his opinion require, and to divide and subdivide labour in any way he may deem necessary, subject to the other provisions of this award.

*Control of Factory.*

16. The 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 from Wages.*

17. (a.) Any time lost through the illness or default of a worker, or by reason of any breakdown or accident to the machinery used by the employer, or shortage of work necessitating temporary suspension of any section of the factory, shall be deducted from his or her wages, provided that any such time exceeds one continuous hour. In other cases where notice has not been given the previous day and any worker presents himself or herself for employment in the morning such worker shall be entitled to a half-day's pay. If any worker has so presented himself or herself in the morning and is required to attend in the afternoon and no work is available, such worker shall be entitled to a further half-day's pay.

(b.) No wages shall be paid for time lost through the factory being closed for the annual factory holidays, or public holidays, or for stock-taking or cleaning the premises; but this clause is subject to the provisions of the Factories Act, 1921-22, with regard to the payment of wages for certain holidays.

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

*Preference.*

18. (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 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 this 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 or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions, not exceeding 9d. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

(c.) An employer, on request by the union, at intervals of not less than three months, shall furnish to the union a list of all new employees engaged during the preceding three months.

(d.) The secretary or organizing secretary of the union shall be permitted to interview employees at their place of employment on any one day in each month, at a suitable time to be mutually arranged between the employer and the secretary of the union.

#### *Under-rate Workers.*

19. (a.) Any worker who considers himself or herself 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 or her 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 or her to have his or her 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.

*Termination of Engagement.*

20. Twenty-four hours' notice of the termination of the employment of any worker shall be given by the employer to the worker, or by the worker to the employer, as the case may be.

*Matters not provided for.*

21. 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 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 Conciliation Commissioner, 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.*

22. This award shall operate throughout the Northern Industrial District (excepting that part thereof which is included in the Gisborne Judicial District).

*Term of Award.*

23. This award shall come into force on the 21st day of December, 1925, and shall continue in force until the 21st day of December, 1927.

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 3rd day of December, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The Court has settled the clauses in dispute on the lines of the new Factory Tailoresses' award.

F. V. FRAZER, Judge.