

NORTHERN INDUSTRIAL DISTRICT.

(10318.) AUCKLAND DRESSMAKERS AND MILLINERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 30th day of September, 1932, between the Auckland Tailoresses and other Female Clothing Trade Employees' Industrial Union of Workers (herein called "the union") of the one part, and

- John Court, Ltd. (A. W. Court, Director), Dressmakers and Milliners, Queen Street, Auckland ;
 London Clothing Factory (S. Reynolds), Dressmaker, Wyndham Street, Auckland ;
 Royal Manufacturing Co. (E. F. Taylor, Manager), Dressmaker, Newton Road, Auckland ;
 The Misses Doyle, H. D., Dressmakers, Mount St. John Avenue, Auckland ;
 Milne and Choyce, Ltd. (J. S. Milne, Director), Dressmakers and Milliners, Queen Street, Auckland ;
 S. and W. Garments (A. J. Shave), Dressmakers, Manchester Unity Buildings, Hobson Street, Auckland,

(herein called "the employers") of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

Classes of Workers.

1. The classes of workers recognized by this agreement are journeywomen, apprentices, improvers, and under-rate workers.

Hours of Work.

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

Term of Apprenticeship.

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

Wages.

4. (a) Wages shall be paid to apprentices and journeywomen at the weekly rates hereinafter set forth:—

			£	s.	d.
First six months .. .. .	..	..	0	10	0
Second six months .. .. .	..	..	0	12	6
Third six months .. .. .	..	..	0	15	0
Fourth six months .. .. .	..	..	0	17	6
Fifth six months .. .. .	..	..	1	2	6
Sixth six months .. .. .	..	..	1	5	0
Seventh six months .. .. .	..	..	1	7	6
Eighth six months .. .. .	..	..	1	12	6
Thereafter .. .. .	..	..	2	5	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 14 hereof.

Apprentices.

5. The following provisions shall apply to apprentices:—

(a) The proportion of apprentices shall be not more than two to every journeywoman employed.

(b) An apprentice shall serve for the full period and be taught the branch of the trade to which she is apprenticed. The term "branch of the trade" in this agreement shall be held to mean—For dressmakers, (i) all work done by hand on coats, bodices, and skirts, and (ii) machining; for milliners, whole trade.

(c) It shall be obligatory on the part of the employer to pay the wages stipulated in the agreement 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 case 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 of 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 the employer 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) Six months' probation shall be allowed the first employer of any apprentice to determine her fitness, such six months to be included in the period of apprenticeship.

(j) Absence on account of sickness, accident, or default of the apprentice, amounting in the whole to more than one month in the year, shall be made up by the apprentice, and the period of apprenticeship shall be extended by a period equivalent to such lost time.

(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.

Overtime.

6. (a) Any time worked beyond the ordinary hours in any one day in any one factory shall be deemed overtime, and shall be paid for at the rate of time and a half for the first three hours. Twenty-four hours' notice shall be given by the employer to any worker called upon 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 Sunday, the statutory half-holiday, or on any of the following holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, annual picnic-day if observed as such, and Anzac Day.

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

Holidays.

7. The following holidays shall be observed and paid for: New Year's Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, and Christmas Day.

Payment of Wages.

8. (a) All wages shall be paid weekly or fortnightly not later than Friday, within fifteen minutes of the usual time for ceasing work.

(b) When a worker is dismissed by her employer then and in such case all wages due to her shall be paid at the time of her dismissal.

(c) Employers shall not keep more than one day's wages in hand at any pay-day.

Machinery and Subdivision of Work.

9. The employer shall have the right to divide and subdivide labour in any way he may deem necessary, subject to the other provisions of this agreement.

Control of Factory.

10. 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. Every workroom shall be properly heated and ventilated.

Deductions from Wages.

11. (a) Any time lost through sickness or the default of the 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 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 herself for employment in the morning, such worker shall be entitled to a half-day's pay. If any worker has so presented 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 (except as provided in clause 7) or for stocktaking or cleaning the premises.

(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.

Termination of Engagement.

12. Twenty-four hours' notice of the termination of the employment of any journeywoman 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.

13. Any dispute in connection with any matter not provided for in this agreement 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 local 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.

Under-rate Workers.

14. (a) Any worker who considers herself incapable of earning the minimum wage fixed by this agreement 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, 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 her to have 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.

Preference.

15. (a) If any employer shall hereafter engage any worker coming within the scope of this agreement who shall not be a member of the union, and who shall not become a member thereof within fourteen days after her 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 agreement 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 9d. per week, and such fines as may be lawfully imposed on her for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to her or sent to her by post at her last address as notified by her 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 her 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 her 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.

The general order dated 29th May, 1931, reducing wages by 10 per cent. shall apply to all wages and payments required under this agreement, with the exception of those of the female apprentices and improvers.

Term of Agreement.

This agreement shall come into force on the 15th day of December, 1932, and shall continue in force for a period of two years.

Signed on behalf of the Auckland Tailoresses and other Female Clothing Trade Employees' Industrial Union of Workers, and the common seal of the union is hereto affixed by—

[SEAL.]

HARRIETT A. GIBBS.
ISABELLA SMITH.
SARAH DEASON.
ALICE E. COSSEY, Secretary.

Signed on behalf of the said employers—

JOHN COURT, LTD. (A. W. COURT, Director).
SOLOMON REYNOLDS.
ERNEST F. TAYLOR.
MILNE AND CHOYCE, LTD. (J. S. MILNE, Director).
THE MISSES DOYLE, H. D.
A. J. SHAVE.

All signatures witnessed by—Alice E. Cossey.

(10367.) AUCKLAND DRESSMAKERS AND MILLINERS.—
CONCURRENCE IN AGREEMENT.

NOTICES of concurrence in an industrial agreement dated the 30th day of September, 1932, and recorded in Book of Awards, Vol. XXXII, p. 342, made between John Court, Ltd., Auckland, and other employers, and the Auckland Tailoresses and other Female Clothing Trade Employees' Industrial Union of Workers, were filed with the Clerk of Awards at Auckland on the 8th December, 1932, by—

Asher, Kathleen, Dressmaker, 27 Commerce Street, Frankton Junction.

Ashley, George *Alfred, Dressmaker, Karangahape Road, Auckland.

Barr and Hurse, Dressmaker, Commerce Street, Frankton Junction.

Beagley, Annie Eunice, Milliner, 243 Victoria Street, Hamilton.

Benjamin and Katz (Stylish Clothing Co), 1 Liverpool Street, Auckland.

Cross and Jackson, Dressmakers, 19 Cook Street, Auckland.

Gunter, Elsie M., Milliner, Victoria Street, Hamilton.

Hamer and Morrison, Milliners, 33 Victoria Street, Hamilton.

House and Daking, Ltd., Milliners, Hamilton.

Leather, Dorothy Eunice, Milliner and Dressmaker, Main Street, Huntly.

Silcock, Constance G., Dressmaker, Commerce Street, Frankton.

Tuck and Simpson, Dressmaker and Costumiers, 3 Strand Buildings, Victoria Street, Hamilton.

Winter, Agnes Martina, Milliner, Victoria Street, Hamilton.

E. M. MOSLEY, Clerk of Awards.

15th December, 1932.