

(10323.) AUCKLAND TAILORESSES.—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

- Edgar L. Flyger, Master Tailor, 169 Karangahape Road, Auckland ;
 Ernest C. Roberts, Master Tailor, 199 Karangahape Road, Auckland ;
 Thomas W. Brough, Master Tailor, 12A Karangahape Road, Auckland ;
 William E. Martin, Master Tailor, 13-14 Melvern's Buildings, Karangahape Road, Auckland ;
 Arthur O. Hebden, Master Tailor, 138A Symond Street, Auckland ;
 Albert C. Pollard, Master Tailor, 8 Khyber Pass Road, Auckland ;
 Dominic McCarthy, Master Tailor, 283 Khyber Pass Road, Auckland ;
 John H. Fort, Master Tailor, Palmerston Buildings, Queen Street, Auckland ;
 J. E. Waterworth, Master Tailor, 12 Great North Road, Auckland ;
 William Henry Drew, Master Tailor, 210 Hobson Street, Auckland ;
 Robert Reidy, Master Tailor, 75 Hobson Street, Auckland ;
 Charles Stewart, Master Tailor, 2A Wyndham Street, Auckland ;
 Ernest Crawshaw, Master Tailor, Palmerston Buildings, Auckland ;
 C. Hawkins, Master Tailor, Imperial Buildings, Queen Street, Auckland.
 Jas. Simpson, Master Tailor, 174 Queen Street, Auckland ;
 Henry E. Bunker, Master Tailor, 41 Strand Arcade, Queen Street, Auckland ;
 Harold William Tyer, Master Tailor, 103 Pacific Buildings, Queen Street, Auckland ;
 Walter McDonnell, Master Tailor, 3 Tabernacle Buildings, Auckland ;
 W. Selby, Master Tailor, 110 Ponsonby Road, Auckland ;
 Geo. C. Connell, Master Tailor, 54A Ponsonby Road, Auckland ;
 H. B. Halstead, Master Tailor, 20 Ponsonby Road, Auckland ;
 Alfred Dunthorne, Master Tailor, 131 Broadway, Newmarket, Auckland ;
 Alfred H. Gadd, Master Tailor, 4 Great North Road, Auckland ;
 James F. Morgan, Master Tailor, Victoria Road, Devonport, Auckland ;
 Ernest E. Buckley, Master Tailor, Surrey Crescent, Grey Lynn, Auckland ;
 H. J. Chandler, Master Tailor, High Street, Auckland ;
 Wilfred J. Lane, Master Tailor, High Street, Auckland ;
 G. Reiman, Master Tailor, Hobson Street, Auckland ;
 Chas. A. Jarrett, Master Tailor, 4 Union Buildings, Custom Street, Auckland ;

J. Larritt, Master Tailor, Hill and Plummer's Buildings, Queen Street, Auckland ;

Frederick H. Dyer, Master Tailor, Watson's Buildings, Wellesley Street, Auckland ;

R. G. Laking, Master Tailor, 93 Queen Street, Onehunga

(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.

This agreement as to wages, terms, and conditions of employment is as follows :—

Hours of Work.

1. The hours of work shall be forty-four per week, to be worked in accordance with the Factories Act, 1921-22.

Wages.

2. (a) The minimum wages payable shall be as follows :—

	Per Week.		
	£	s.	d.
Journeywomen employed on coats ..	2	11	6
Other journeywomen and machinists ..	2	8	0

(b) No deduction shall be made from the weekly wage save for time lost through the worker's sickness or default or for time lost through slackness of work or any cause over which the employer has no control. Workers who are called to work on any day that work is not available, shall receive payment for two hours at the minimum rate of pay.

(c) All wages shall be paid weekly.

Overtime.

3. All work performed beyond the hours prescribed in clause 1 hereof shall be considered overtime, and shall be paid for in accordance with the following scale :—

Between 6 p.m. and 9 p.m., time and a half, calculated on the rates of wages herein prescribed.

Holidays.

4. (a) The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, Anzac Day, reigning Sovereign's Birthday.

(b) No deduction from the wages shall be made for the holidays mentioned herein. For work done on any of the holidays herein prescribed overtime shall be paid at the rate of time and a half, on the rates prescribed in clause 2 hereof.

(c) When Christmas Day or Boxing Day falls on a Sunday, then the following day shall be the recognized holiday.

General Conditions.

5. (a) The employer shall have the right to employ whatever labour he may require so long as he complies with the conditions set out herein.

(b) There shall be no distribution of labour under the team system.

(c) An employer shall have the right to introduce whatever machinery his business may in his opinion require. In shops where a division of labour is necessary the employer shall have the right to work one journeywoman with one journeyman, such arrangement being optional on the part of the journeywoman, and shall not affect her status as a journeywoman.

(d) There shall be a fair distribution of the work to all operatives in each workroom.

(e) All garments for which orders or measures are taken shall be made in the registered workroom of the person or firm taking the order, and under the conditions set out herein.

(f) Employers may make whatever regulations they deem necessary for time-keeping and good order.

Apprentices.

6. (a) The proportion of apprentices shall be one apprentice to every two journeywomen or fraction of the first two journeywomen. For the purposes of determining the number of apprentices to journeywomen, the calculation shall be based on a two-thirds full time employment of journeywomen during the six months immediately prior to taking an apprentice. An employer who works in her own shop shall be deemed a journeywoman for the purpose of this clause.

(b) 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.

(c) Any employer taking an apprentice shall be deemed to undertake the obligation which he agrees to perform as a duty enforceable under this agreement of teaching her the trade, and shall pay such apprentice not less than the undermentioned rates of wages.

(d) The following shall be the rates of wages payable to apprentices :—

	Per Week.	
	s.	d.
First six months	10	0
Second six months	15	0
Second year	20	0
Third year	30	0
Thereafter journeywomen's rates.		

(e) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that she has served her apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with services of the apprentice, he shall give her a certificate for the time served, and procure her 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 her the wages prescribed by this agreement, according to the total length of time she has served, and generally to perform the obligations of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if she shall so misconduct herself as to entitle the employer to discharge her, but he shall give her a certificate covering the time actually served.

Under-rate Workers.

7. (a) Any worker who considers himself or 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, 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.

Preference.

8. (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 1s. 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) The local secretary or organizing secretary shall be permitted to interview employees at their place of employment on any one day in each week, at a suitable time to be arranged between the employer and the secretary of the union.

Disputes.

9. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement or any of them, as to any matter whatsoever arising out of or connected therewith, and not specially dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court

against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Termination of Employment.

10. Forty-eight hours' notice of the termination of employment shall be given by either party. This clause shall apply only to weekly workers.

Term of Agreement.

11. This agreement shall come into force on the 19th day of December, 1932, and shall continue in force for a period of two years.

PIECEWORK STATEMENT.

Vests—

	£	s.	d.
(a) Single-breasted with five pockets; one set of cuts; vents at side; back strap. Two fittings. Made in accordance with the Board of Trade Regulations: Control of Tailoring Trade: Sale of Garments made to Measure	0	9	0
Collar, 9d. extra.			
Double-breasted, 9d. extra.			
(b) Vests made in accordance with subclause (a) hereof, but with lining and pockets machined as above	0	7	6
(c) Dress vests made in accordance with subclause (a) hereof, with collar	0	10	0
Braided, 2s. extra.			

Trousers—

(d) Trousers with three pockets and two pleats each side; cuffs or plain bottoms; tab or band; hanger; serged seams; crutch lining. Made in accordance with the Board of Trade Regulations: Control of Tailoring Trade: Sale of Garments made to Measure	0	9	0
Each extra pocket			9d. extra.
Raised seams			6d. „
Flap on pockets with button-hole and button			6d. „
Fit on			6d. „
Leathers on bottoms			6d. „
Side straps			9d. „
Back straps			6d. „
Belt-loop			2d. „
Tunnels			3d. „
Braid on dress trousers—			
Hand			2s. „
Machined			1s. „
(e) Trousers made in accordance with subclause (d) hereof, but with all tacks and pockets machined	0	7	0

Plus Fours—

(f) Made in accordance with subclause (d) hereof with straps or buttons on bottoms	0	10	0
(g) Plus fours made as in subclause (f) but with all tacks and pockets machined	0	8	0

Riding-breeches—

(h) Riding-breeches made in accordance with subclause (d) hereof with outside buck-skin or leather strapping at knee, felled and stitched round	0	18	0
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- (i) All alterations shall be paid for at the rate of 1s. per hour (of sixty minutes) or fraction thereof with a minimum of fifteen minutes for each quarter of an hour. £ s. d.

Ladies' Coats—

- (j) Ladies' single-breasted coat, length not to exceed 32 in., with four button-holes and buttons; all seams machine stitched or seamed; three pockets; single-breasted or double-breasted lapels; edges stayed and basted out by hand; cuffs, vents, and two buttons; linings, all body linings machined and felled on facings and bottom, with wadding weights, hanger and label and bottom inlay fastened up; pockets hand-tacked 1 5 0
 Length: Every 6 in. or part thereof exceeding 32 in. in length, 1s. extra.
 Cuffs, turn-back, gauntlet, or cut on, per pair, 2s.
 Additional pockets (outside), 1s. each.
 Additional button-hole and button, 3d.
 Double-breasted coat, 1s. 6d. extra.

Overcoats—

- (k) Overcoats made in accordance with the conditions in sub-clause (j) and up to 50 in. in length 1 10 0
 Putting on fur collar up to 9 in. in width, 2s. 6d. extra.
 Cuffs, turn-back or gauntlet, up to 6 in. in width, 2s. extra.
 Making up fur cuffs or collar to be paid for at the rate of 1s. per hour of sixty minutes or part thereof.

Capes—

- (l) Single-breasted, buttoned, half or circular, with or without yoke, hand slits with welts or flaps, edges and bottom machined, shoulders lined, seams taped or neatened 0 17 6

Trousers—

- (m) Ladies' trousers shall be paid for at the rates fixed in sub-clause (d) hereof.

Ladies' Vests—

- (n) Ladies' vests of silk or cloth, single-breasted or double-breasted, with five buttons and button-holes, without collar or pockets, all machine seamed, with two fittings 0 7 6

Ladies' Skirts—

- (o) Ladies' walking or sports skirts with two seams and two pleats, petersham bound and boned, plaquet fastened with hooks or patent fasteners; seams stitched or seamed and overcast inside; hem bound and felled; hangers, belt, and button; with two fittings 0 10 0
 Extra pleats 1s. per pair.
 Pockets 1s. each.
 Yoke 1s. each.
 If no pleats 1s. less.

Hand-pleated skirts to be paid for at 6d. per pleat, and includes petersham and plaquet and bottom hemmed.

- (p) All alterations to garments enumerated in subclauses (j), (k), (l), (m), (n), and (o) shall be paid for at the rate of 1s. per hour of sixty minutes or fraction thereof, with a minimum of fifteen minutes for each quarter of an hour.
 (q) Extras not provided for herein shall be paid for at the rate of 1s. per hour of sixty minutes or fraction thereof, with a minimum payment of 3d. for each fifteen minutes or less.
 (r) Should any exceptional order not provided for herein be required the journeywoman making such order shall be paid at the rate of 1s. per hour of sixty minutes for any such job.

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.]

ALICE E. COSSEY, Secretary.
 SARAH DEASON.
 ISABELLA SMITH.
 HARRIET GIBBS.

Signed on behalf of the said employers—

E. L. FLYGER.	WALTER McDONNELL.
E. C. ROBERTS.	W. SELBY.
T. W. BROUGH.	GEO. C. CONNELL.
W. E. MARTIN.	H. B. HALSTEAD.
A. O. HEBDEN.	J. E. WATERWORTH.
A. C. POLLARD.	ALFRED DUNTHORNE.
D. MCCARTHY.	ALFRED H. GADD.
J. H. FORT.	JAMES F. MORGAN.
W. H. DREW.	ERNEST E. BUCKLEY.
R. REIDY.	H. J. CHANDLER.
C. STEWART.	WILFRED J. LANE.
E. CRAWSHAW.	G. REIMAN.
C. HAWKINS.	J. LARRITT.
JAS. SIMPSON.	FREDERICK H. DYER.
H. E. BUNKER.	CHAS. A. JARRETT.
H. W. TYER.	R. G. LAKING.

All signatures witnessed by—Alice E. Cossey.

(10361.) AUCKLAND TAILORESSES.—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. 376, made between Edgar L. Flyger, 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—

- Andrews, Edward John, Master Tailor, Thames Street, Morrinsville.
Brooker, S. C., Master Tailor, Tutanekai Street, Rotorua.
Brown, Alex., Master Tailor, Taumarunui.
Brownlee, Robert, Master Tailor, Te Puke.
Burt, Clement, Master Tailor, Seddon Street, Waihi.
Close, Frank Samuel Hitchings, Master Tailor, Seddon Street, Waihi.
Cullen, James Fullerton, Master Tailor, Whitaker Street, Morgantown,
Te Aroha.
Dahya, Bhai, Master Tailor, Te Kuiti.
Danby, Albert W., Master Tailor, Pollen Street, Thames.
De Lucu, Arthur, Master Tailor, Hinemoa Street, Rotorua.
Dick, Edward, Master Tailor, Victoria Street, Hamilton.
Donaldson, Henry, Master Tailor, Fenton Street, Rotorua.
Dyall, Jack, Master Tailor, Te Kuiti.
Fagan, Patrick, Master Tailor, Te Aroha.
Fallon, Geo., Master Tailor, Paeroa.
Fogarty, James, Master Tailor, Victoria Street, Cambridge.
Forshaw, Robert, Master Tailor, Spring Street, Tauranga.
George, Arthur Henry, Master Tailor, Te Kuiti.
George, Edgar, Master Tailor, Huntly.
Gilpin, Thomas, Master Tailor, Taumarunui.
Goodall, Clement, Master Tailor, Matamata.
Govind, P., Master Tailor, Otorohanga.
Graham, George Valentine, Master Tailor, Fenton Street, Rotorua.

Granville, Frederick R., Master Tailor, 116 Victoria Arcade, Auckland.
 Griffiths, Robert Ross, Master Tailor, Tutanekai Street, Rotorua.
 Herbert, Wilkins W., Master Tailor, Broadway, Matamata.
 Hume, Robert, Master Tailor, Whakatane.
 Jones, Harry C., Master Tailor, Tauranga.
 Kerr, Archibald, Master Tailor, Otorohanga.
 King, Harry Roland, Master Tailor, Matamata.
 Mason, Francis, Master Tailor, Te Awamutu.
 Mastor, Bhukhandas L., Master Tailor, Te Puke.
 McConnell, Thomas, Master Tailor, 63 Queen Street, Auckland.
 Morgan, Evan, Master Tailor, Seddon Street, Waihi.
 Muir Bros., Master Tailors, Pollen Street, Thames.
 Nicholas, Thomas H., Master Tailor, Te Aroha.
 Osborn, John Thomas, Master Tailor, Morrinsville.
 Parkhouse, George, Master Tailor, Victoria Street, Hamilton.
 Phillips, Charles, Master Tailor, 103 Commerce Street, Frankton Junction.
 Phillips, Frederick E., Master Tailor, Victoria Street, Hamilton.
 Ram, Milkhi, Master Tailor, Taumarunui.
 Raynor, Adam R., Master Tailor, Ngaruawahia.
 Renton, Horace, Master Tailor, Sloane Street, Te Awamutu.
 Riley, Harry, Master Tailor, Grey Street, Cambridge.
 Rouse, Charles J., Master Tailor, Te Kuiti.
 Taylor, Joseph S., Master Tailor, 40 Victoria Street, Hamilton.
 Thomas, Ernest, Master Tailor, Alexander Buildings, Hamilton.
 Todd, Norman Theodore, Master Tailor, King Street, Pukekohe.
 Towler, Harry, Master Tailor, Main Street, Huntly.
 Wilkins, Edwin Harold, Master Tailor, Te Puke.
 Willey, Arthur Harold, Master Tailor, 7 Collingwood Street, Hamilton.
 Worthington, Wm., Master Tailor, Pollen Street, Thomas.
 Wysocki, Theodore, Master Tailor, McGuire Buildings, Hamilton.

E. M. MOSLEY, Clerk of Awards.

15th December, 1932.