

(10558.) OTAGO AND SOUTHLAND SHIRT, WHITE, AND SILK
WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Dunedin.

Barnett, Arthur, Ltd., White and Blouse Manufacturers, George Street

Barnes and Co., Ltd., 210 Stuart Street

Blackie, W. A., Ltd., 12 Dowling Street

Blackie, D. H., 204B Crawford Street

Drapery and General Importing Co., Ltd., White-work Manufacturers, 10-14 Princes Street

D.S.A. Ltd., White and Shirt Manufacturers, George Street

Denford, Henry, 123 Stuart Street
 Dominion Manufacturing Co., Ltd., 128 Rattray Street
 Findlay, G., and Co., 152 High Street
 Fletcher, J., and Co., Ltd., 73 King Street
 Hallenstein Bros., Ltd., 20 Dowling Street
 Hastings, J. S., Ltd., 176 Rattray Street
 Penrose, W., and Co., Ltd., 100 George Street
 Perfecto Manufacturing Co., 468 Moray Place East
 Pursell, Miss E., 389 Moray Place East
 Ross and Glendining, Ltd., 166 High Street
 Saul, A. F., 3A Filleul Street
 Security Manufacturing Co., Stuart Street
 Sterling Manufacturing Co., 281 Princes Street

and

the Dunedin Tailoresses and other Female Clothing Trade Employees' Industrial Union of Workers (hereinafter called "the union").

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 27th day of November, 1933, and shall continue in force until

the 27th day of November, 1934, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 23rd day of November, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Classes of Workers.

1. The classes of workers recognized by this award are journey-women, apprentices, improvers, pressers, examiners, and under-rate workers.

Hours of Work.

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

Terms of Apprenticeship and Improvership.

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

Wages of Apprentices and Improvers.

4. (a) Wages shall be paid to apprentices and improvers at the weekly rates hereinafter set forth, namely: For females engaged in any capacity in a shirt, white-, and silk-work factory:—

	£	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

(b) No worker over the age of twenty-one years shall be paid less than £1 2s. 6d. per week, except as may be provided under the provisions of clause 15 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 deemed to mean shirt-machining, blouse-machining, underclothing-machining, white-work-machining, ladies' costume machining, button-hole or other special machining.

(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 in the same employ 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 in such cases must 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 term 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 on account of 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, may 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.

(k) No deduction shall be made from the wages of apprentices except for time lost through sickness or default of the apprentice.

Definitions.

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 and Pressers' Wages.

7. The minimum wage for journeywomen and pressers shall be £2 Os. 6d. per week.

Overtime.

8. 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 quarter 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. shall be paid for tea-money.

Payment of Wages.

9. 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.

Machinery and Subdivision of Labour.

10. The manufacturer 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.

11. The manufacturer 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.

12. (a) Any time lost through the default of the worker, or by reason of any breakdown of or accidents 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, 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.

Termination of Engagement.

13. 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.

Preference.

14. (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 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 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 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) The assessors at the Conciliation Council desire that an employer on request by the local 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) With the consent of the employer first obtained, the local 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 local union.

Under-rate Workers.

15. (a) Any worker who considers 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, 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.

Matters not provided for.

16. If any dispute or question arises as to any matter not provided for by this award, such dispute or question shall be settled by the employer concerned and the chairman or secretary of the local union; and if they cannot agree, then by the Conciliation Commissioner for the industrial district in which the dispute or question shall arise.

Bonus System.

17. 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 she is entitled to receive and be able to check the calculation thereof.

Scope of Award.

18. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award.

19. This award shall come into force on the 27th day of November, 1933, and shall continue in force until the 27th day of November, 1934.

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 23rd day of November, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.