(10397.) CHRISTCHURCH SHIRT, WHITE, AND SILK WORKERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, the 14th day of February, 1933, between the Christchurch Tailoresses, Pressers, and Cutters and other Clothing Trade Employees' Industrial Union of Workers (herein called "the union") of the one part, and

Riccarton Manufacturing Co., Ltd., 593A Colombo Street, Christchurch
Lichfield Shirts, Ltd., 179 Tuam Street, Christchurch
James Gray, 335 Gloucester Street, Christchurch
S. Khouri and Son, 207 Barbadoes Street, Christchurch
Mrs. E. Sinclair, 23 Stanley Street, Sydenham, Christchurch
Millers Ltd., Lichfield Street, Christchurch
Modes Manufacturing Co., High Street, Christchurch
S. Vallant, Barbadoes Street, Sydenham, Christchurch
F. Dunn and Co., 244 Tuam Street, Christchurch
J. W. Barraclough, 112 Lichfield Street, Christchurch
E. T. Deane, Ltd., 81A Manchester Street, Christchurch

(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, and 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, journeymen, female apprentices, improvers, examiners, pressers, and under-rate workers.

Hours of Work.

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

Provisions relating to Female Workers.

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 wage of female apprentices and improvers employed in any capacity shall be at the following weekly rate, namely :—

	£	s.	d.
For the first six months	0	10	0
For the second six months..	0	12	6
For the third six months	0	15	0
For the fourth six months	0	17	6
For the fifth six months	1	2	6
For the sixth six months	1	5	0
For the seventh six months	1	7	6
For the eighth six months	1	12	6

(*b*) No workers 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 18 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 under competent supervision, and shall be taught the branch of the trade to which she is apprenticed.

The term " the branch of the trade " in this agreement shall be held to mean all work done in connection with the manufacture of blouses, shirts, pyjamas, soft collars, lingerie, aprons, overalls, neckwear, evening dresses, opera-cloaks, garments made of silk and cottons, woollen underwear, children's dresses, and napery.

In machining, " branch of the trade " shall be held to mean work done by machine in connection with the manufacture of blouses, shirts, pyjamas, soft collars, lingerie, aprons, overalls, neckwear, evening dresses, opera-cloaks, garments made of silk and cottons, woollen underwear, children's dresses, and napery.

(*c*) It shall be obligatory on the part of the employer to pay not less than the wages stipulated in this 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

in the same employ shall have such time counted as part of the apprenticeship as though it had been served at the branch of 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 of the original employer's place of business, 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*) 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 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.

(*d*) A "female presser" shall mean a worker who presses all garments 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 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 Saturday afternoon, Sunday, or any of the following holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, Christmas Day, and the day of the annual picnic, if held.

PROVISIONS RELATING TO CUTTERS.

Minimum Wages.

9. (*a*) The minimum wage for a male cutter shall be £4 7s. 6d. per week (2s. per hour).

(*b*) The minimum wage for a female cutter shall be two-thirds the rate prescribed in subclause (*a*) hereof.

Definitions.

10. A " cutter " is one who understands the laying-up, chalking-in, and cutting by shears, knife, or machine all classes of clothing. When a stock-clothing cutter in the discharge of his duties is partially employed in cutting shirts he shall be paid in terms of this agreement.

Cutters' Requisites.

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

Overtime.

12. (*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 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 Saturday afternoon, Sunday, or on any of the following holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, Christmas Day, and also the day of the annual picnic, if held.

GENERAL PROVISIONS RELATING TO ALL CLASSES OF WORKERS.

Payment of Wages.

13. 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.

Machining and Subdivision of Work.

14. The manufacturer shall have the right to introduce whatever machinery his business in his opinion requires, and to divide and subdivide labour in any way he may deem necessary, subject to the other provisions of this agreement.

Control of Factory.

15. Every 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.

16. (*a*) Any time lost through the illness or default of a worker or by reason of a 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 to present 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 the time lost through the factory being closed for the annual factory holidays or public holidays, or for stocktaking 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 the 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 only be paid for the time actually worked, subject to subclause (*a*) hereof.

Termination of Engagement.

17. 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.

Under-rate Workers.

18. (*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 the employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

19. (*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 one month after his or 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 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 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 6d. per week.

Matters not provided for.

20. If any dispute or question arises as to any matter not provided for by this agreement 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.

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.

Bonus System.

21. 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.

Term of Agreement.

This agreement shall come into force on the 9th day of March, 1933, and shall continue in force for a period of two years.

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

[SEAL.]

JOHN ROBERTS, Secretary.
T. TRENBERTH, President.
J. EMPSON, Vice-President.
ADA ROBINSON, Treasurer.

Signed on behalf of the said employers—

G. M. KENNEDY,
(RICCARTON MANUFACTURING CO., LTD.).
R. H. ASTON,
(LICHFIELD SHIRTS, LTD.).
J. GRAY.
T. A. KHOURI,
(S. KHOURI AND SON).
MRS. E. SINCLAIR.
L. B. MILLER,
(MILLERS LTD.).
L. JESSETT,
(MODES MANUFACTURING CO.).
MRS. VALLANT.
W. DUNN,
(F. DUNN AND CO.).
J. W. BARRACLOUGH.
E. T. DEANE.

All signatures witnessed by—John Roberts.

(10441.) CHRISTCHURCH SHIRT, WHITE, AND SILK WORKERS.—CONCURRENCE IN AGREEMENT.

NOTICES of concurrence in an industrial agreement dated the 14th day of February, 1933, and recorded in Book of Awards, Vol. XXXIII, p. 87, made between the Christchurch Tailoresses, Pressers, and Cutters and other Clothing Trade Employees' Industrial Union of Workers and G. M. Kennedy (Riccarton Manufacturing Co., Ltd.) and others were filed with the Clerk of Awards at Christchurch on the dates hereafter mentioned by—

P. Wilkes, 163 Kilmore Street, Christchurch. (Filed 5th April, 1933.)

Smartwear Manufacturing Co. (A. M. Hollander, Manager), Lichfield Street, Christchurch. (Filed 5th April, 1933.)

(Miss) Jessie Moon, 174 Cashel Street, Christchurch. (Filed 5th April, 1933.)

(Miss) R. Knight, 174 Cashel Street, Christchurch. (Filed 5th April, 1933.)

(Miss) G. Watson, 272 High Street, Christchurch. (Filed 5th April, 1933.)

Rhodes and Simpson, 25 Picton Avenue, Christchurch. (Filed 10th April, 1933.)

(10472.) CHRISTCHURCH SHIRT, WHITE, AND SILK WORKERS.—APPLICATION TO DECLARE INDUSTRIAL AGREEMENT AN AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Christchurch Shirt, White, and Silk Workers' industrial agreement, dated the 14th day of February, 1933, and recorded in Book of Awards, Vol. XXXIII, p. 87; and in the matter of an application for an order declaring the said industrial agreement to be an award of the Court.

JUDGMENT OF THE COURT, DELIVERED BY FRAZER, J.

THIS is an application, under section 33 of the Industrial Conciliation and Arbitration Act, 1925, to declare an industrial agreement, dated the 14th day of February, 1933, and made between the Christchurch Tailoresses, Pressers, and Cutters and other Clothing Trade Employees' Industrial Union of Workers of the one part, and the Riccarton Manufacturing Co., Ltd., and other employers of the other part, to be an award of the Court. It is admitted by the objecting employers that the agreement in question is binding on employers who employ a majority of the workers in the industry—*i.e.*, the shirt, white, and silk work branches of the clothing-manufacturing industry—in the Canterbury Industrial District, and it is not suggested that the provisions of the agreement are against the public good or in excess of the jurisdiction of the Court. The making of the order applied for is objected to on the ground that those employers who have not executed the agreement or signed notices of concurrence therewith are still bound by the award made on the 18th day of November, 1924, and recorded in Book of Awards, Vol. XXV, p. 1194.

Before discussing the particular point raised by the employers who object to the making of an order under section 33, the Court considers it desirable to draw attention to a judgment of Mr. Justice Sim in a similar application *in re* the Gisborne Waterside Workers' industrial agreement (Book of Awards, Vol. XIII, p. 456; 14 G.L.R., 711). His Honour commented in that case on the unsatisfactory draughtmanship displayed in the section, and indicated that no applications made under it could succeed. In particular he asked, (*a*) How could an agreement, which the Court had not made, be in excess of its jurisdiction? (*b*) Was the effect of an order under the section to cause the agreement to cease to be an agreement and to become an award? (*c*) On whom would such an award be binding—on all the employers then engaged in the industry, whether parties to the agreement or not? And (*d*) Would such an award extend to future employers throughout the industrial district, or only to future employers in the particular locality? Another question put by His Honour does not now require

to be answered, in view of a subsequent amendment of section 7 (2) of the amending Act of 1911. In the case with which Mr. Justice Sim was dealing, the application was manifestly not within the section, because the primary requisite—evidence that the employers bound by the industrial agreement employed a majority of the workers in the industry in the industrial district—was lacking. Since the decision referred to was given, the Court has, however, made a number of orders under section 33, in cases in which it has been satisfied that the employers bound by the industrial agreement employed a majority of the workers in the industry in the industrial district. Though no written judgment has been given answering the questions put by Mr. Justice Sim, the practice appears to be as follows: (*a*) The Court will not made an order under the section if any of the provisions of the industrial agreement appear to be contrary to the public good, or, if they had appeared in an award of the Court, would be in excess of the Court's jurisdiction; (*b*) the industrial agreement operates in all respects as an award, and in effect becomes an award, from the date of the filing of the order; (*c*) that award is binding on the employers parties to the original agreement, and on all other employers who may be subsequently added as parties to the award on appropriate application being made; (*d*) future employers throughout the industrial district will, as a general rule, be bound under section 89 (3), but if the Court considers that it ought to restrict the operation of the award to part only of the industrial district, it may require the parties to the application, as a condition of the making of the order, to consent to the insertion therein of a provision restricting the operation of the award to a specified area.

The special point that the Court has to consider in the present case is a novel one. The term of the currency of the Canterbury Shirt, White, and Silk Workers' award of the 18th day of November, 1924, has expired, but under section 89 (1) (*d*) the award continues in force until a new award or industrial agreement has been made. No dispute has arisen since the term of the award expired, and no application to a Conciliation Commissioner has been made under section 41. The union of workers and a number of employers who were parties to the award have entered into an industrial agreement under section 28 for the prevention, as distinguished from the settlement, of an industrial dispute, and those employers who are objecting to the present application are not parties to that agreement. Can such an agreement supersede an award of the Court so completely as to have the effect of cancelling it *in toto?* Section 28 (4) provides that an industrial agreement shall continue in force, notwithstanding the expiration of the term of its currency, until superseded by another industrial agreement or by an award of the Court, and section 31 provides that an industrial agreement may be varied, renewed, or cancelled by any subsequent industrial agreement made by and between *all* the parties thereto, but

so that no party shall be deprived of the benefit thereof by any subsequent industrial agreement to which he is not a party. It is noteworthy that the Act makes careful provision for safeguarding parties to an industrial agreement from any interference with their rights thereunder by any subsequent industrial agreement entered into by some only of their number. The original industrial agreement remains in force, in so far as the parties who do not execute the subsequent industrial agreement are concerned. Section 91 provides that an award made before the coming into operation of the Act shall, notwithstanding the expiration of its currency, continue in force until a new award has been made. In the case of an award to which section 91 applies, only a fresh award can supersede it. Section 89 (1) (*d*), which applies to the present award, provides that an award, after the expiration of its currency, shall continue in force until a new award has been duly made or an industrial agreement entered into. It is unreasonable to imagine that the Legislature intended that an award of the Court, made with all due solemnity after the hearing of a dispute that a Conciliation Council had been unable to settle under section 50, should be superseded *in toto* by an industrial agreement executed, without any fresh dispute having arisen, by a few—perhaps only one—of the employers bound by that award and the union of workers, without any consultation with the remaining employers. In the light of sections 31 and 91, it is difficult to conceive such an intention on the part of the Legislature. It is far more probable that the industrial agreement contemplated in section 89 (1) (*d*) is an industrial agreement under section 50, which has been entered into after a dispute has arisen and been investigated by a Conciliation Council, and which has been executed by *all* the parties to the dispute; or, at the least, an industrial agreement under section 28 which has been executed by *all* the parties to the award that it purports to supersede. It is to be noted that section 50 has been repealed by section 5 of the amending Act of 1932, which provides that a memorandum of settlement of a dispute, signed by all the assessors at a Council of Conciliation, shall operate as if it were an industrial agreement executed by *all* the parties. Section 5 thus maintains the principle of including all parties to the dispute in the memorandum of settlement, even though they are bound involuntarily and indirectly, instead of voluntarily and directly, as was formerly the case under section 50.

In a judgment of this Court *in re* the Poverty Bay Tailors (Book of Awards, Vol. XIII, p. 454), Mr. Justice Sim laid down the rule that where an award covering a larger area was replaced by a later award covering a smaller area, it was not to be regarded as superseded *in toto*, but was to be regarded as remaining in force in the area not included in the scope of the later award. A similar principle appears to apply in the present case; for, even if the industrial agreement now under consideration is valid and binding on the parties who have executed it,

it certainly cannot supersede the award in so far as the employers who have not executed the industrial agreement are concerned. Those employers are therefore still bound by the provisions of the award. The only object in making the present application to have the industrial agreement declared to be an award is to pave the way for a further application to add those employers and future employers in the industry as parties to the proposed award, and this cannot be done while they remain parties to an award that is still in force. An employer cannot be bound simultaneously by two conflicting awards dealing with the same industry, the same workers, and the same subject-matter; and this difficulty exists not only in the case of those employers who have not executed the industrial agreement and who are named as parties to the award, but also in the case of all employers who have not executed the industrial agreement and who, though not named as parties to the award, are bound thereby by reason of the provisions of section 89 (3).

For the reasons given, which may be summarized briefly thus—(*a*) that there is an award in existence binding on certain employers not parties to the industrial agreement, (*b*) that neither the present industrial agreement nor an order of the Court declaring it to be an award can supersede the existing award *in toto*, and (*c*) that, in any event, the employers now bound by the present award cannot be made parties to another award *in pari materia* while the present award remains in force—the application is refused. The Court cannot consider such an application until the outstanding award has been cancelled or otherwise disposed of in the manner prescribed by the Act.

Dated this 15th day of June, 1933.

[L.S.] F. V. FRAZER, Judge.