

(10404.) NORTHERN INDUSTRIAL DISTRICT SHIRT, WHITE, AND SILK WORKERS.—INDUSTRIAL AGREEMENT DECLARED TO BE AN AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.

Thursday, the 16th day of March, 1933.

WHEREAS on the 30th day of September, 1932, an industrial agreement was made between the Auckland Tailoresses and other Female Clothing Trade Employees' Industrial Union of Workers and the Auckland Cutters, Trimmers, Pressers, and other Clothing Employees' Industrial Union of Workers, of the one part, and Robert Greer, Shirt-manufacturer, 38-44 Douglas Street, Ponsonby, Auckland, and other employers, of the other part: And whereas a duplicate original of the said industrial agreement was, on the 28th day of October, 1932, filed in the office of the Clerk of Awards at Auckland: And whereas on the 24th day of January, 1933, an application was made to the Court by the parties to the said agreement for an order declaring the said agreement to be an award of the Court: And whereas the Court is satisfied that the said industrial agreement is binding on employers who employ a majority of the shirt, white, and silk workers in the Northern Industrial District, in which district the said industrial agreement was made: Now, therefore, the Court, in pursuance and exercise of the powers vested in it by section 33 of the Industrial Conciliation and Arbitration Act, 1925, and of every other power in that behalf thereunto enabling it, doth hereby order and declare that the said industrial agreement, a copy of which is hereto subjoined, shall, as from the day of the date hereof, be an award of the Court.

[L.S.]

F. V. FRAZER, Judge.

AUCKLAND SHIRT, WHITE, AND SILK WORKERS.—INDUSTRIAL AGREEMENT.

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

- Robert Greer, Shirt-manufacturer, 38-44 Douglas Street, Ponsonby, Auckland ;
- A. W. Smith (Selwyn Shirt Manufacturing Co.), 120 Grey Avenue, Auckland ;
- John Court, Ltd. (A. W. Court), Shirt-manufacturer, Queen Street, Auckland ;
- Wallace Ltd. (J. Wallace, Manager), Shirt-manufacturer, Victoria Street, Auckland ;
- Mrs. F. Walton, Shirt-manufacturer, Kingston Street, Auckland ;
- Marshall's Clothing Co., Ltd. (Wm. Marshall) Shirt-manufacturer, Grafton Road, Auckland ;
- J. Brennan, White-work Manufacturer, Karangahape Road, Auckland ;
- Joseph Wakem and Son, Shirt-manufacturer, Cook Street, Auckland ;
- The Misses Doyle, H. D., White-work Manufacturers, 7 Mount St. John Avenue, Epsom, Auckland ;
- Milne and Choyce, Ltd. (J. S. Milne), Shirt and White-work Manufacturers, Queen Street, Auckland ;
- Ross and Glendining, Ltd. (T. H. Glendining), Shirt and White-work Manufacturers, Grey's Avenue, 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 journey-women, 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.

*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 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	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 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) The proportion of apprentices shall be not more than two to every journeywoman 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 agreement shall be held to mean (a) shirt-machining, (b) collar-machining, (c) pyjama-machining, (d) blouse-machining, (e) underclothing-machining, (f) white-work machining, (g) button-hole or other special machining. An apprentice shall not be employed on button-hole or other special machining until such time as she has 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 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 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) 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 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.

#### *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 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 12s. 6d. per week (2s. 1½d. 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 agreement.

*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 of 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 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 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 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 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 or her for non-attendance without reasonable excuse at a specially called meeting of the union of which written notice has been given to him or her or sent to him or her by post at his or her last address as notified by him or 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 his or 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 his or 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.

(e) The term "union" shall mean either of the unions party hereto.

*Under-rate Workers.*

19. (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.

*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 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 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.

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—

ALICE E. COSSEY, Secretary.  
GLADYS I. EDWARDS.  
MARY J. JORGENSEN.  
SARAH DEASON.

[SEAL.]



Signed on behalf of the Auckland Cutters, Trimmers, Pressers, and other Clothing Employees' Industrial Union of Workers, and the common seal of the Union is hereto affixed by—

[SEAL.]

W. S. MOXSOM, Secretary  
H. H. LOGAN, President.  
S. TREBILCOCK, Treasurer.  
W. CUMMINS, Committeeman.

Signed on behalf of the said employers—

ROBT. GREER.  
A. W. SMITH.  
A. W. COURT  
(for JOHN COURT, LTD.).  
J. WALLACE  
(for WALLACE LTD.).  
MRS. F. WALTON.  
WM. S. MARSHALL  
(for MARSHALL'S CLOTHING CO., LTD.).  
J. BRENNAN.  
JOSEPH WAKEM AND SON.  
THE MISSES DOYLE, H. D.  
J. S. MILNE  
(for MILNE AND CHOYCE, LTD.).  
T. H. GLENDINING  
(for ROSS AND GLENDINING, LTD.).

All signatures witnessed by—Alice E. Cossey.

AUCKLAND SHIRT, WHITE, AND SILK WORKERS.—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. 358, made between Robert Greer (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—

Cross and Jackson, Ltd., White-work Manufacturers, 19 Cook Street, Auckland.

Laddaloc Manufacturing Co. (Arthur M. Hutchings), 7 Bronte Street, Auckland.

Sargood, Son, and Ewen, Ltd., White-workers, 154 Hobson Street, Auckland.

Silknit (N.Z.), Ltd., Manufacturers, 312 Queen Street, Auckland.

Smith and Caughey, Ltd., White-workers, Queen Street, Auckland.

E. M. MOSLEY, Clerk of Awards.

15th December, 1932.