

**(10590.) CANTERBURY DRESSMAKERS AND MILLINERS.—AWARD.**

In the Court of Arbitration of New Zealand, Canterbury 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") :—

- Aitkenson, Mrs., 687 Colombo Street, Christchurch  
 Allen, Miss S., 222 High Street, Christchurch  
 Armstrong, T., and Co., Ltd., Victoria Square and High Street, Christchurch  
 Bailey, Madame, Cashel Street, Christchurch  
 Ballantyne, J., and Co., Ltd., Cashel Street, Christchurch  
 Ballantyne, J., and Co., Ltd., Timaru  
 Barrett, H. C., and Co., Ltd., Ashburton  
 Beaths Ltd., Cashel Street, Christchurch  
 Berry, E., Woolcombe Street, Timaru  
 Blackwell, J. H., Hilton Street, Kaiapoi  
 Brackenridge, Miss G., Lincoln Road, Christchurch  
 Bradshaw, Miss C., Colombo Street, Christchurch  
 Brown, E. B. P., Rangiora  
 Brown, Margaret, 390 Colombo Street, Christchurch  
 Byrne and Milbourne, Misses, 182A Armagh Street, Christchurch  
 Campbell, E. A., 3 Thorrington Road, Christchurch  
 Canterbury Farmers' Co-operative Association, Beswick Street, Timaru ;  
 Geraldine, Waimate, and Rangiora  
 Carman, Mrs., and Miss Bent, 10-11 Victoria Buildings, Armagh Street, Christchurch  
 "Celeste" (E. London and C. Gay), Wardell's Buildings, Cashel Street, Christchurch  
 Church, E. A., 8 Petrie Street, Richmond, Christchurch  
 D.I.C., Ltd., Cashel Street, Christchurch  
 "Du Mill" (R. Dumill), 272 High Street, Christchurch  
 Forrest, Agnes, 58 Cashel Street, Christchurch  
 Gainsborough Millinery Salon, Ltd., 683 Colombo Street, Christchurch  
 Geddes, Miss, High Street, Rangiora  
 Gellety, Miss A., 33 London Street, Lyttelton  
 "Georgette," 122 Cashel Street, Christchurch  
 Gillum, A., 138A Colombo Street, Christchurch  
 Graham and Clear, Waimate  
 Graham, Wilson, and Smellie, High Street, Christchurch  
 Halifax, Miss H., Hobb's Buildings, Christchurch  
 Hammond, A. A., 809 Colombo Street, Christchurch  
 Hanna and Gee, 208 High Street, Christchurch  
 Hardie, Miss E., 31 Victoria Chambers, Armagh Street, Christchurch  
 Hardy, Miss E., 272 High Street, Christchurch  
 Harvey, M. E., 99 Victoria Street, Christchurch  
 Hefford, G., and Co., Ashburton  
 Herbert's Ltd., Stafford Street, Timaru  
 Higgs, A. E., 85 Riccarton Road, Christchurch  
 Hollander, M., High Street, Christchurch  
 Jowsey, Misses, 146 Armagh Street, Christchurch  
 Laycock, H. E., 25 Edinburgh Street, Riccarton, Christchurch  
 Lewis and Davidson, 104 Armagh Street, Christchurch  
 London Town Stores, Ltd., 740 Colombo Street, Christchurch  
 Lord, Mrs. A. J., 133 High Street, Christchurch  
 McDonald, Miss, Tancred Street, Ashburton  
 McGruer, W., Rangiora

Maison Chapeau, 179 High Street, Christchurch  
 "Margaret Dean," H.S.S. Court, 663 Colombo Street, Christchurch  
 Marriott, J., Draper, Stafford Street, Timaru  
 Meadows and Brookfield, 670 Barbadoes Street, Christchurch  
 Moore, W. J., Ashburton  
 Morrison Bros., Geraldine  
 Muir, Miss A., 369 Barbadoes Street, Christchurch  
 Muir, Miss L. A., 203 Cambridge Terrace, Christchurch  
 Munday and Sons, Colombo Street, Christchurch  
 Murphy, Miss F., Victoria Street, Christchurch  
 "Nanette" (Misses Wass), 231B Kilmore Street, Christchurch  
 N.Z. Farmers' Co-operative Association of Canterbury, Ltd., Cashel  
 Street, Christchurch  
 Noye, Miss C., 436 Colombo Street, Christchurch  
 O'Brien, Miss E., 571 Worcester Street, Christchurch  
 Owen, Mrs. R. A., 196 Papanui Road, Christchurch  
 Phillips, Miss J., 229A Stanmore Road, Christchurch  
 Poultney, E. A., and G., 76 Lower High Street, Christchurch  
 Ramsay and Miller, Stafford Street, Timaru  
 Redway, Miss, Hilton Street, Kaiapoi  
 Reid, Miss J., 75 Manchester Street, Christchurch  
 Rivers, Mrs., Manchester Street, Christchurch  
 Robinson, M., 132 Oxford Terrace, Christchurch  
 Roulston, W. C., King Street, Temuka  
 "Salon Celia," Whitcombe's Buildings, Cashel Street, Christchurch  
 Scott, Mrs. W. E., 273 High Street, Christchurch  
 Seagers, H. C., Ashburton  
 Sepie, Miss K., 282 Lincoln Road, Christchurch  
 Shackleton, J. G., Waimate  
 Shaw, Mrs. C., 230A Stanmore Road, Christchurch  
 Smith, Cherry, Ltd., 139 Hereford Street, Christchurch  
 Sparkes, J. A., 123 Armagh Street, Christchurch  
 Taylor, G., Dominion Buildings, Christchurch  
 "The Hat Box," M. E. Ranger, Chancery Lane, Christchurch  
 "The Liberty," C. R. Strong, 123 Manchester Street, Christchurch  
 "The Vogue," 152 Gloucester Street, Christchurch  
 "The Vogue," Misses Cosgrove, 176 Armagh Street, Christchurch  
 Thompson, Miss, Room 4, Cashel Street Arcade, Christchurch  
 Thomson, T., Draper, Stafford Street, Timaru  
 Todd, Miss M., High Street, Christchurch  
 Todd, Miss M., Triangle, High Street, Christchurch  
 Turner, Miss, Rangiora  
 Wacked, Mrs. M., 224 Barbadoes Street, Christchurch  
 Watson, G., High Street Chambers, Christchurch  
 Webber, O., 127 Cashel Street, Christchurch  
 Weston, Mrs. E. M. E., 189 Brougham Street, Christchurch  
 Williams, Miss R., 240 High Street, Christchurch  
 Wylie, R., and Co., High Street, Kaiapoi,

and

the Christchurch Dress and Mantle Makers' 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 as hereinafter provided and shall continue in force until the 18th day of September, 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 16th day of March, 1934.

[L.S.]

F. V. FRAZER, Judge.

#### SCHEDULE.

##### *Classes of Workers.*

1. The classes of workers recognized by this award are : Journeywomen, improvers, apprentices, and under-rate workers in the dress-making and millinery trades.

##### *Definitions.*

2. A "journeywoman" is one who has served her time as an apprentice and as an improver at any branch of the trade.

##### *Terms of Apprenticeship and Improvership.*

3. (a) The term of apprenticeship shall be two years. Each worker shall also serve a term of two years as an improver.

(b) Time lost on account of illness amounting on the whole to more than one month in the year shall be made up by an employee covered by this clause before she shall be deemed to have entered upon her next succeeding year of service.

#### *Hours of Work.*

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

#### *Wages.*

5. The following shall be the minimum rates of wages payable to workers :—

	Per Week.		
	£	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	0	0
For the sixth six months.. .. .	1	2	6
For the seventh six months .. .. .	1	5	0
For the eighth six months .. .. .	1	10	0
Thereafter .. .. .	2	0	6

#### *Overtime and Holidays.*

6. (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 quarter. 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. meal-money shall be paid, provided the worker cannot reasonably get home for a meal.

(b) New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, and Christmas Day shall be observed as holidays, and double rates shall be paid for work done on such days or for work done on Saturday afternoons or Sundays.

#### *Payment of and Deductions from Wages.*

7. (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.

(b) Subject to the provisions of the Factories Act, 1921-22, any time lost through the accident, sickness, or default of a worker, or time lost 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 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 work 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.

(c) No wages shall be paid for time lost through the factory being closed during the holidays or the annual factory 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 for certain holidays.

(d) 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 as circumstances permit, and in such cases workers shall be paid only for the time actually worked, subject to subclause (b) hereof.

#### *Termination of Engagement.*

8. (a) 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.

(b) In the case of workers other than journeywomen one week's notice of the termination of the employment shall be given by the employer to the worker or by the worker to the employer, as the case may be.

#### *Apprentices.*

9. (a) The following provisions shall apply to apprentices: The proportion of apprentices shall not exceed one apprentice to each journeywoman or improver employed.

(b) It shall be obligatory on the part of the employer to pay the wages stipulated in the 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.

(c) 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: Provided that an employer shall not be held to have committed a breach of this clause if by reason of slackness of work he dismisses an apprentice and re-engages her within a period of four weeks, and if the aggregate of the periods covered by such dismissals (if more than one) does not exceed four weeks in each twelve months. Any such period shall not, for the sole purpose of computing the term of apprenticeship, be deemed to have broken its continuity.

(d) When the full time of apprenticeship is served, the employer shall give the apprentice a certificate of the time served.

(e) Should an employer dismiss an apprentice for good cause he shall nevertheless give her a certificate for the time served.

(f) 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 under the proviso to subclause (e) hereof, or discharged by removal from the locality or other sufficient cause.

(g) Notice of dismissal, transference, or discharge by operation of law shall be given by employers to the Inspector of Awards.

(h) 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.

*Matters not provided for.*

10. 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, and he may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the 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.*

11. (a) Any worker who considers himself 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, his 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 to have his 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.*

12. (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 one month 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 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 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 6d. per week.

*Scope of Award.*

13. This award shall operate throughout the Canterbury Industrial District.

*Term of Award.*

14. This award, in so far as it relates to wages, shall be deemed to have come into force on the 18th day of September, 1933, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 18th day of September, 1934: Provided that any party hereto shall be entitled to apply to have the matter of wages reviewed at any time during the currency of this award after the 18th day of March, 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 16th day of March, 1934.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendation of the Conciliation Council, as amended at the hearing, which the parties agreed to accept.

F. V. FRAZER, Judge.

**(10695.) CANTERBURY DRESSMAKERS AND MILLINERS.—ADDING PARTIES TO 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 Canterbury Dressmakers and Milliners' award, dated the 16th day of March, 1934, and recorded in Book of Awards, Vol. XXXIV, p. 55.

Thursday, the 15th day of November, 1934.

UPON reading the application of the union party to the Canterbury Dressmakers and Milliners' award, dated the 16th day of March, 1934, and recorded in Book of Awards, Vol. XXXIV, p. 55, which application was filed herein on the 8th day of October, 1934, and upon hearing the duly appointed representative of the said union and such of the persons, firms, and companies hereinafter named as appeared either in person or by their representative duly appointed, this Court doth order that the following be and they are hereby added as parties to the said award as from the day of the date hereof:—

Hays Limited, Gloucester Street, Christchurch.

Rosenthal, R., 234 Linwood Avenue, Christchurch.

Turner Hats (M. Turner and W. Desmond), Wellington Woollen Company's Buildings, Lichfield Street, Christchurch.

[L.S.]

F. V. FRAZER, Judge.