

(10604.) NORTHERN INDUSTRIAL DISTRICT CLOTHING AND SHIRT,
WHITE, AND SILK WORKERS (MALE).—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; and in the matter of an industrial dispute between the Auckland Cutters, Pressers, and other Clothing Factory Operatives' Industrial Union of Workers (hereinafter called " the union ") and the undermentioned persons, firms, and companies hereinafter called " the employers " :—

- Advance Outfitters, H.B. Buildings, Newton, Auckland C. 2.
- Albert, A., Hannah's Buildings, Albert Street, Auckland C. 1.
- Ambler and Co., Summit Buildings, Wellesley Street West, Auckland.
- Bartley, Lillian, 417 Upper Queen Street, Auckland C. 1.
- Betterton, Edward J., 8 Schofield Street, Grey Lynn, Auckland.
- Brennan, J., care of Rendells Ltd., Karangahape Road, Auckland C. 2.
- Cambridge Clothing Factory, Ltd., Manukau Road, Newmarket, Auckland.

- Cane, J. B., Queen's Buildings, Wellesley Street West.
 Central Manufacturing Co., 319 Upper Queen Street, Auckland C. 1.
 Clapcott, A. J., 101 Federal Street, Auckland C. 1.
 Classic Manufacturing Co., 35 Ponsonby Road, Auckland W. 1.
 Claxton, F. H., Pollen Street, Thames.
 Collinson, J., Forrester's Buildings, corner of Wellesley and Albert
 Streets, Auckland C. 1.
 Court, George, Ltd., Karangahape Road, Auckland C. 2.
 Court, John, Ltd., Victoria Buildings, Victoria Street C. 1.
 Crabbe and Co., corner of Federal and Victoria Street, Auckland C. 1.
 Cross and Jackson, Ltd., 19 Cook Street, Auckland C. 1.
 Dominion Leather Goods Co., National Mutual Chambers, Chancery St.
 Doyle, Misses, 7 Mount St. John Avenue, Epsom, Auckland.
 Dunthorne, D., 131 Broadway, Newmarket, Auckland.
 Falkner and Co., 33 Karangahape Road, Auckland C. 2.
 Farmers' Trading Co., Ltd., Hobson Street, Auckland C. 1.
 Garmonsway, Elliott Block, Elliott Street, Auckland.
 Glass, Miss M. A., 546 Manukau Road, Epsom.
 Greer, R., and Son, Ltd., 38-44 Douglas Street, Ponsonby.
 Hardy's, Fergusson Buildings, Queen Street.
 Harris Langton, Ltd., 101 Federal Street, Auckland C. 1.
 Hopes Ltd., Queen Street, Auckland C. 1.
 Hutton, T. W., 18 Lower Vincent Street, Auckland C. 1.
 Kay, B., and Son, "House of Flackson," Karangahape Road, Auck-
 land C. 2.
 King, F. M., and Co., Ltd., 165 Albert Street, Auckland C. 1.
 Laddaloc Manufacturing Co., 7 Bronte Street, Auckland C. 1.
 Le Roy, Mrs. L. S., 515 Dominion Road, Auckland.
 Le Roy, E., Brunswick Lane, off Napier Street.
 Levin, David, 3a Great North Road, Grey Lynn.
 London Clothing Factory, 11-13 Wyndham Street, Auckland C. 1.
 Lyons, J., Hall of Commerce, High Street C. 1.
 Manchester Costume Co., 153 Albert Street, Auckland C. 1.
 Marshall's Clothing Co., Ltd., 164 Grafton Road, Auckland C. 3.
 McDonald, J., 5 Warwick Chambers, 168 Queen Street.
 Milne and Choyce, Ltd., Queen Street, Auckland C. 1.
 Munro, C. and R. J., City Chambers, Queen Street, Auckland.
 Ogilvie, J., Otahuhu.
 Ogilvie, V., 9 Kingsway Avenue, Sandringham, Auckland.
 Osborne, E. J., 11 Airedale Street, Auckland C. 1.
 Parisian Neckwear Co., Ltd., 74 Lorne Street, Auckland C. 1.
 Premier Manufacturing Co., 222 Karangahape Road, Auckland C. 2.
 Regent Clothing Co., Ltd., 3 Airedale Street, Auckland C. 1.
 Renown Clothing Co., 47 Palmerston Buildings, Queen Street.
 Robinson Bros., 153 Albert Street, Auckland C. 1.
 Robinson, J., Hannah's Building, 102 Albert Street, C. 1.
 Ross and Glendining, Ltd., Elliott Street, Auckland C. 1.
 Royal Manufacturing Co., Ltd., 153 Newton Road, Auckland C. 2.
 Scott Manufacturing Co., Forester Buildings, Albert Street, C. 1.
 Selwyn Shirt Manufacturing Co., 120 Grey's Avenue, Auckland C. 1.
 Silknet (N.Z.), Ltd., 312 Queen Street, Auckland C. 1.
 S.M. Garments. Ltd., Manchester Unity Buildings, Wyndham Street.
 Smith and Caughey, Ltd., Queen Street, Auckland C. 1.
 Stuart, Thelma, Civic Buildings, Queen Street, Auckland.
 Stylish Clothing Factory, 1a Liverpool Street, Newton, C. 2.
 Sargood, Son, and Ewen, Ltd., 154 Hobson Street, Auckland C. 1.
 Wakem, Joseph, 20 Airedale Street, Auckland C. 1.
 Wallace Ltd., 65 Victoria Street West, Auckland C. 1.
 Walton, Mrs. F., 4 Kingston Street, Auckland C. 1.

Ward and Co., 24 Chapman Street, Newton, Auckland.
 West End Costume Co., 28 Cook Street, Auckland C. 1.
 Woods, R. T., 16 Mackelvie Street, Grey Lynn, W. 2.
 Wright, Hugh, Ltd., Victoria Arcade, Queen Street, C. 1.

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 23rd day of March, 1935, 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 28th day of March, 1934.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Definitions.

1. (a) A "second-class chart-cutter" is one who cuts to measure from block patterns supplied by the employer.

(b) A "stock cutter" is one who understands the laying-up, chalking-in, and cutting by shears, knife, or machine of all classes of clothing.

(c) An "examiner" is one who is responsible in the finishing-room for the folding and sending-out of all classes of clothing.

Hours of Work.

2. Except as otherwise provided, the ordinary hours of work shall not exceed eight hours on five days of the week and four hours on the day of the half-holiday, or alternatively eight hours and fifteen minutes on five days of the week, and two and three-quarter hours on the day of the half-holiday.

Wages.

3. The minimum wages payable to the following classes of male workers in the clothing trade shall be—

	Per Hour.	
	s.	d.
Male machinists	1	9½
Second-class chart-cutter	1	11
Stock cutter and trimmer	1	9½
Examiners	1	9½
Pressers	1	9½
Clothing-oilers	1	9½

Overtime and Holidays.

4. (a) Overtime shall be worked as required by the employer. All time worked in excess of the ordinary hours as specified in clause 2 hereof in any one day shall be paid for at the rate of time and a quarter for the first three hours and time and a half thereafter.

(b) Every worker required to work overtime after 6 p.m. or after 1 p.m. on the day of the half-holiday shall be paid 1s. meal-money, unless such worker can reasonably get home for a meal or was notified on the previous day of the intention to work overtime.

(c) For work done on Sundays, Christmas Day, and Good Friday, double time shall be paid, and for work done on New Year's Day, Easter Monday, Labour Day, King's Birthday time and a half shall be paid.

Payment of Wages.

5. (a) Wages shall be paid weekly, not later than Friday in each week, within ten minutes of finishing-time.

(b) All wages shall be paid on the dismissal of a worker, but when a worker leaves of his own accord his wages shall be collectable on a day to be agreed upon.

Termination of Engagement.

6. 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.

General Conditions.

7. No woman or girl shall be called upon to do pressing-off of coats, vests, trousers, mantles, and heavy garments.

Piecework.

8. Piecework may be worked in accordance with the provisions of section 11 of the Industrial Conciliation and Arbitration Amendment Act, 1932.

Matters not provided for.

9. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president 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 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.

10. (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.

11. (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 seven days after his 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. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 3rd day of May, 1928, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(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 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 for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him 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 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 contributions, and £1 for misconduct at a meeting of the union.

Scope of Award.

12. This award shall operate throughout the Northern Industrial District.

Term of Award.

13. This award, in so far as it relates to wages, shall be deemed to have come into force on the 23rd day of March, 1934, 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 23rd day of March, 1935.

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 28th 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 recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.
