

NORTHERN INDUSTRIAL DISTRICT **HATTERS.**—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 Hatters' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

- Beamstone, J., 4 Kingston Street, Auckland, C. 1.
 Birch, R., and Co., 12 England Street, Auckland, W. 1.
 Cooper, J. A., 10 Wakefield Street, Auckland, C. 1.
 Cox, R. G., 354 Karangahape Road, Auckland, C. 2.
 Crothall's Ltd., 31 Edendale Road, Mount Eden, Auckland, C. 3.
 Foote Bros., Darby Buildings, Elliott Street, Auckland, C. 1.
 Gwen Millinery Co., 40 Cook Street, Auckland, C. 1.
 Hatwell Manufacturing Co., 35 Rutland Street, Auckland, C. 1.
 Milner, A., Hat Co., Lorne Street, Auckland, C. 1.
 McAlpine, W. H., 15 Karaka Street, Newton, Auckland, C. 2.
 Marks and Rose, 17 Victoria Street West, Auckland, C. 1.
 M.K. Millinery Manufacturing Co., 24 Cook Street, Auckland, C. 1.
 Porter's Dye Works, Tabernacle Buildings, 135 Karangahape Road, Auckland, C. 2.
 New Zealand Dry-cleaning Co., Ltd., 1A Howe Street, Auckland, C. 2.
 New Zealand Millinery Supply, Albert Street, Auckland, C. 1.
 Phillips Hat Hospital, 31 High Street, Auckland, C. 1.
 Plummer Hat Co., 73 Lorne Street, Auckland, C. 1.
 Prestige Millinery Co., 73 Lorne Street, Auckland, C. 1.
 Ross and Glendining, Ltd., Grey's Avenue, Auckland, C. 1.
 Somerset and Co., 27 Nugent Street, Auckland, C. 3.
 Star Hat and Cap Manufacturing Co., National Mutual Buildings, Chancery Street, Auckland, C. 1.
 Tri-Cleaning Co., Victoria Street West, Auckland, C. 1.
 Vogue Creations, Ltd., Campbell House, Lorne Street, Auckland, 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 from the 1st day of January, 1938, and shall continue in force until the 31st day of December, 1938, 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 20th day of December, 1937.

[L.S.]

— W. J. HUNTER, Judge.

SCHEDULE.

Definitions.

1. This award shall apply to the following classes of work:—

(a) In the case of men's hats: Hat-blocking (steam or water), open or box framing, finishing (hand or machine), stiffening, shaping, flanging, cutting, velouring (before or after trimming); but this award shall not apply to the manufacture of caps under the provisions of the Clothing Trades award.

(b) In the case of women's and children's hats: All work done in connection with the manufacture of women's and children's hats or hoods, except the work heretofore done by workers employed under the provisions of the Dressmakers and

Milliners' and the Clothing Trades awards: Provided that all work done in the stiffening and polishing room shall be done by workers under this award.

Hours of Work.

2. The ordinary hours of work shall not exceed forty per week, to be worked between the hours of 8 a.m. and 5 p.m. on five days of the week—Monday to Friday, both days inclusive: Provided that subsection (4) of section 3 of the Factories Amendment Act, 1936, shall apply in the case of workers required to get up steam. If a worker employed to get up steam works in excess of forty hours in any week, time so worked up to one hour per day shall be paid for at ordinary rates.

Wages.

3. (a) The minimum rate of wages for journeymen shall be 2s. 9d. per hour.

(b) A "journeyman" is one who has served five years at the trade, or who is in receipt of not less than the minimum wage provided herein.

Learners.

4. (a) The proportion of learners to journeymen employed by any employer shall not exceed one learner to each two or fraction of two journeymen employed.

(b) Notwithstanding anything contained in subclause (a) of this clause, an employer may continue to employ all learners employed by him on the 29th September, 1936, even if the number is in excess of the number allowed under subclause (a).

(c) A learner is a worker in receipt of less than the minimum wage specified in clause 3 of this award, under-rate workers excepted.

(d) Learners shall be paid not less than the following rates:—

	Per Week.		
	£	s.	d.
For the first six months of service ..	0	17	6
For the second six months of service ..	1	2	6
For the third six months of service ..	1	7	6
For the fourth six months of service ..	1	12	6
For the fifth six months of service ..	1	17	6
For the sixth six months of service ..	2	2	6
For the seventh six months of service ..	2	12	6
For the eighth six months of service ..	3	0	0
For the ninth six months of service ..	3	7	6
For the tenth six months of service ..	3	15	0

Provided that workers of the age of twenty-one years and upwards shall be paid not less than the basic wage for the time being in force.

(e) No deduction shall be made from the weekly wages specified in this clause, except for time lost by a worker through his own sickness, accident, or default.

Payment of Wages.

5. All wages shall be paid once each week, not less than fifteen minutes before the hour of ceasing work.

Overtime.

6. (a) Time worked in any one day in excess of the hours prescribed by clause 2 hereof shall be overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) Twenty-four hours' notice shall be given by the employer to any worker called upon to work overtime after the ordinary time for ceasing work. When less than twenty-four hours' notice has been given, 1s. 6d. shall be paid for tea-money.

Holidays.

7. (a) The provisions of the Factories Act and its amendment relating to holidays and Sunday payments shall be deemed to be included in this award.

(b) Should any of the above-mentioned holidays, except Anzac Day, fall on a Sunday, then for the purpose of this award such holiday shall be observed on the following Monday.

Disputes.

8. In the case of a dispute arising in connection with any matter not provided for in this award, or as to the interpretation of any of the clauses or provisions, such dispute shall be referred to a joint committee consisting of not more than three members of the union and not more than three employers, to be appointed as occasion requires. Such representatives shall appoint a chairman, who shall have a casting-vote, and, in default of their agreeing on a chairman, the chairman shall be the Conciliation Commissioner for the district.

Either party, if dissatisfied with the decision of the committee, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Workers to be Members of Union.

9. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ, in any position

or employment subject to this award, any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause, a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union).

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.

Access to Workshops.

11. Every employer bound by this award shall permit the secretary or other authorized officer of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works, and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Application of Award.

12. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer, who, not being an original party hereto, is when the award comes into force or at any time whilst the award is in force connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award.

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

Term of Award.

14. This award shall come into force on the 1st day of January, 1938, and shall continue in force until the 31st day of December, 1938.

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 20th day of December, 1937.

[L.S.]

W. J. HUNTER, Judge.

MEMORANDUM.

The main questions referred to the Court were wages, deductions from wages, overtime, and the date of coming into force of the award.

As a general rule, where employment is continuous, the Court is in favour of fixing a weekly wage, but in this case difficulties have arisen which have prevented the Court from doing so.

In regard to wages of learners, the views of the members of the Court differed to some extent and the rates fixed represent a compromise arrived at in order to allow an award to be made.

W. J. HUNTER, Judge.
