

NORTHERN INDUSTRIAL DISTRICT DRESSMAKERS AND  
MILLINERS—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Auckland Tailoresses and other Female Clothing and Related Trades' Employees' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called the "employers") :—

Artificial Flower Company, Marmion Street, Auckland.

Cassrels, Limited, Clifford Street, Gisborne.

Chadwick and Bray, Limited, City Chambers, Victoria Street, Auckland.

Classic Manufacturing Co., Limited, Sun Building, Wyndham Street, Auckland.

Childswear, Limited, Albert Street, Auckland.

Dresswell Furs, Frocks, Cooke's Buildings, Queen Street, Auckland.

Joy Toys, Limited, 22 Chancery Street, Auckland.

M. K. Millinery, Limited, Great South Road, Auckland.

Reslau Frocks, Limited, 39 Elliott Street, Auckland.

Smith and Caughey, Limited, Queen Street, Auckland.

Taine, W. H. V., Limited, Sun Building, Wyndham Street, Auckland.

Textiles, Limited, Gladstone Road, Gisborne.

Maude Oliver, Gladstone Road, Gisborne.

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 28th day of February, 1950, 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 31st day of March, 1949.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Interpretation*

1. This award shall apply to all workers employed at order dressmaking (including alteration hands) and at millinery, art needlework, and transfer stamping in connection therewith, and at hosiery repairs in retail establishments. It shall also apply to workers employed at making coats, costumes, or skirts of woollen, worsted, serge, leather, or other similar materials, when such work is done in order dressmaking establishments.

##### *Hours of Work*

2. (a) The ordinary hours of work shall not exceed forty per week, or eight hours per day, Monday to Friday, both days inclusive.

(b) For the purpose of calculating the hours of work, each of the holidays hereinafter mentioned shall be deemed to be a day worked for the number of hours usually worked on that day of the week, although no work shall have been actually done on such holiday.

(c) The hours of work shall be posted in each and every workroom by the employer.

##### *Female Apprentices and Improvers*

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

(b) The minimum wages of female apprentices (whether their term of apprenticeship commenced under this or any previous award) and improvers employed in any capacity shall be at the following weekly rates :—

	£	s.	d.
Apprentices—			
For the first six months .. ..	1	12	0
For the second six months .. ..	1	17	0
For the third six months .. ..	2	2	0
For the fourth six months .. .	2	7	6
Improvers—			
For the fifth six months .. ..	2	15	0
For the sixth six months .. ..	3	2	0
For the fourth year .. ..	3	14	6
Thereafter, journeywomen's rates :			

Provided that workers commencing over sixteen years of age shall receive 5s. per week in advance of the above rates, and over seventeen years of age 7s. 6d. per week in advance of the above rates, and over eighteen years of age 10s. per week in advance of the above rates ; but this proviso shall not operate so as to increase journeywomen's rates : Provided, also, that workers over twenty-one years of age shall be paid not less than £3 15s. 6d. per week.

#### *General Provisions Relating to Employment of Female Apprentices*

4. (a) The proportion of apprentices to journeywomen in a factory or workroom shall not exceed two apprentices to one journeywoman.

(b) An apprentice shall serve for a full period under competent supervision and shall be taught the work she is required to do in the branch of the trade to which she is apprenticed. The term "branch of the trade" shall mean :—

- (i) For Dressmakers, all work done by hand on dresses coats, bodices, and skirts.
- (ii) Machining.
- (iii) Millinery—whole trade.
- (iv) Making of artificial flowers other than paper.

(c) It shall be obligatory on the part of the employer to pay the wages stipulated in this award and to teach the apprentice the work she is required to do in the branch of the trade to which she is apprenticed. Any apprentice who has served a period at 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 shall 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 the employer 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) Three months' probation shall be allowed the first employer of any apprentice to determine her fitness. Where this probationary period has less than one month to run, any subsequent employer shall be allowed one month as a probationary period prior to the contract of apprenticeship being entered into. The first period and any other period of probation shall count in the term of apprenticeship.

(j) Time lost in excess of two weeks in the year shall be made up by the apprentice before she shall be deemed to have entered upon her next succeeding year of service.

(k) No deduction shall be made from the wages of any apprentice except for the time lost through sickness, accident, or default.

#### *Definition*

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

#### *Journeywomen's Wages*

6. (a) The minimum wage for journeywomen (including pressers) shall be £4 11s. per week.

(b) The minimum wage for journeywomen employed as cutters shall be £5 1s. 8d. per week.

(c) A female worker commencing at the trade over twenty-one years of age shall be paid £3 15s. 6d. per week for the first six months; £4 for the second six months; £4 5s. for the third six months; and thereafter at journeywomen's rates.

#### *Sorting, Ticketing, Boxing, and Distribution of Work*

7. Females employed sorting, ticketing, boxing, and distributing work shall be paid the rates prescribed for female workers in clauses 3 and 6 (a) and (c).

*Cutters' Requisites*

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

*Overtime*

9. (a) All time worked on Saturday mornings and before the ordinary time for starting and after the ordinary time for ceasing work on any other day shall be deemed to be overtime and shall be paid 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 after the ordinary time for ceasing work. When less than twenty-four hours' notice has been given, 2s. 3d. shall be paid for tea money. Where a worker has been notified on the previous day that she will be required to work overtime and overtime is not made available, tea-money shall be provided.

(b) No worker regularly employed by an employer during the hours fixed by clause 2 of this award shall work for another employer in the industry outside of those hours.

(c) No employer party to this award shall employ any worker outside of award hours unless he also employs such worker during the ordinary hours of work.

*Holidays*

10. (a) The following shall be observed as holidays and shall be paid for at the same rate as ordinary working-days: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day.

(b) The attention of the parties is drawn to the provision of the Public Holidays Act, 1910, and its amendments, which deals with the transference of holidays which fall on a Saturday or a Sunday. This provision shall apply to workers covered by this Award.

(c) Double rates shall be paid for any work done on Saturday afternoon, Sunday, or any of the above-mentioned holidays.

(d) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

*General Provisions*

11. (a) Wages shall be paid weekly not later than the next working-day following the close of each factory's working-week and not later than Thursday in any case and not later than the usual closing-time of the factory.

(b) All wages shall be paid on the termination of employment.

(c) An employer shall be entitled to make a rateable deduction from the wages of any worker for any time lost by her through sickness, accident, or default.

(d) When work is not available at the factory and notice has not been given to a worker on the previous day, any worker who attends at the factory for the purpose of working shall be paid for at least four hours' work. When such worker is required to attend in the afternoon, such worker shall be paid for four hours' work, although no work is available. When a worker has commenced work and, by reason of a stoppage of the machinery, is unable to continue working, payment shall be made as though such worker had worked for the half-day period.

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

(f) Facilities for boiling water shall be provided.

(g) A ten-minute rest period shall be allowed in the morning and afternoon to all workers.

#### *Piecework*

12. Piecework shall be prohibited.

#### *Part-time Workers*

13. A weekly worker whose engagement is for less than forty hours per week shall be paid the *pro rata* rate calculated on the ordinary weekly wage.

#### *Termination of Employment*

14. One week's notice of the termination of the employment of any worker shall be given by either party.

#### *Bonus System*

15. (a) In all cases where a bonus is paid, the basis on which the bonus is calculated shall be negotiated between representatives elected by the workers directly concerned in the factory, the employer, and a representative of the workers' union. Should it become impossible to reach agreement, any of the above-mentioned parties may refer the question to the Conciliation Commissioner for the industrial district in which the factory is situated for a decision. Any party dissatisfied with the decision of the Commissioner may appeal to the Court upon giving written notice of such appeal to the other parties within twenty-one days after such decision shall have been communicated to the party desirous of appealing.

(b) In factories where a bonus system is in operation, no deduction shall be made from the bonus in respect to any holidays prescribed by this award or by the Factories Act.

#### *First-aid Outfit*

16. Except in cases where a medical clinic is provided in the factory, a St. John first-aid outfit or similar fully equipped kit shall be provided by the employer on each floor in every factory.

#### *Interview With Employees*

17. The secretary or other representative of the union shall be permitted to interview workers at their place of employment during working-hours for the purpose of collecting contributions due to the union.

#### *Matters Not Provided For*

18. 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 fourteen days after such decision shall have been communicated to the party desirous of appealing.

#### *Workers to be Members of Union*

19. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by her employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(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*

20. (a) Any worker who considers herself 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, 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 her to have 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.

*Application of Award*

21. 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 this award comes into force or at any time whilst this 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*

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



*Term of Award*

23. This award, in so far as it relates to wages, shall be deemed to have come into force on the 8th day of February, 1949, 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 28th day of February 1950.

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 31st day of March, 1949.

[L.S.]

A. TYNDALL, Judge.

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**MEMORANDUM**

The award embodies the terms of partial settlement arrived at by the assessors in Conciliation Council. The remaining clauses in dispute have been settled in accordance with an agreement reached by the representatives of the parties and of which the Court was advised when the hearing of the dispute took place.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.

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**NORTHERN INDUSTRIAL DISTRICT DRESSMAKERS AND  
MILLINERS—AMENDMENT OF AWARD**

In the Court of Arbitration of New Zealand.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and the Economic Stabilization Emergency Regulations 1942; and in the matter of the Northern Industrial District Dressmakers and Milliners' award, dated the 31st day of March, 1949, and recorded in 49 Book of Awards.

IN pursuance and exercise of the powers vested in it by the Economic Stabilization Emergency Regulations 1942, and of every other power in that behalf thereunto enabling it, this Court, for the purpose of giving effect to the pronouncement

made by it on the 12th day of April, 1949, doth hereby order as follows:—

1. That the said award shall be amended in the manner following:—

(1) By deleting subclause (b) of clause 3 (Female Apprentices and Improvers) and substituting therefor the following subclause:—

“(b) The minimum wages of female apprentices (whether their term of apprenticeship commenced under this or any previous award) and improvers employed in any capacity shall be at the following weekly rates:—

“ Apprentices—	£	s.	d.
“ For the first six months ..	1	12	6
“ For the second six months ..	1	18	0
“ For the third six months ..	2	3	6
“ For the fourth six months ..	2	9	6
“ Improvers—			
“ For the fifth six months ..	2	18	0
“ For the sixth six months ..	3	5	6
“ For the fourth year ..	3	19	0
“ Thereafter, journeywomen’s rates:			

“ Provided that workers commencing over sixteen years of age shall receive 5s. per week in advance of the above rates, and over seventeen years of age 7s. 6d. per week in advance of the above rates, and over eighteen years of age 10s. per week in advance of the above rates; but this proviso shall not operate so as to increase journeywomen’s rates: Provided, also, that workers over twenty-one years of age shall be paid not less than £4 per week.”

(2) By deleting clause 6 and substituting therefor the following clause:—

“ *Journeywomen’s Wages*

“ 6. (a) The minimum wage for journeywomen (including pressers) shall be £4 16s. per week.

“(b) The minimum wage for journeywomen employed as cutters shall be £5 6s. 8d. per week.

“(c) A female worker commencing at the trade over twenty-one years of age shall be paid £4 per week for the first six months; £4 5s. for the second six months; £4 10s. for the third six months; and thereafter at journeywomen’s rates.”

2. That this order shall come into force on the 1st day of June, 1949.

Dated this 11th day of May, 1949.

[L.S.]

A. TYNDALL, Judge.