

## NEW ZEALAND SHIRT, WHITE AND SILK WORKERS—AWARD

*[Filed in the Office of the Clerk of Awards, Christchurch]*

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Federated Clothing Trade Employees Industrial Association of Workers (hereinafter called “the union”) and the under-mentioned persons, firms and companies (hereinafter called “the employers”):

## NORTHERN INDUSTRIAL DISTRICT

Amblér, F., and Co. Ltd., 54–56 Wellesley Street, Auckland.  
 Auckland Hospital Board, Park Road, Grafton, Auckland.  
 Bartlett, J. M., and Co. Ltd., 151 Newton Road, Auckland.  
 Berlei (N.Z.) Ltd., corner of Wellesley and Nelson Streets, Auckland.  
 Chesterfield, R. O., Ltd., 650 Great South Road, Auckland.  
 Court, Geo., and Sons Ltd., Karangahape Road, Auckland.  
 Court, John, Ltd., Queen Street, Auckland.  
 Gisborne Garments Ltd., Peel Street, Gisborne.  
 Greer, Robert, and Son Ltd., 38–44 Douglas Street, Ponsonby, Auckland.  
 Holeproof Ltd., 691 Mount Albert Road, Auckland.  
 Laddaloc Lingerie Ltd., 350 Broadway, Newmarket, Auckland.  
 Mahon, Joseph, Ltd., Henderson, Auckland.  
 Mitchbilt Ltd., 45 Anzac Avenue, Auckland.  
 Ovanix Ltd., Ovanix House, Albert Street, Auckland.  
 Parisian Neckwear Ltd., 74–76 Lorne Street, Auckland.  
 Ross and Glendinning Ltd., Grey's Avenue, Auckland.  
 Silknit Ltd., 10–14 New North Road, Auckland.  
 Steele, J., Ltd., 445 Karangahape Road, Auckland.  
 Super Lock Ltd., Wilkinson Road, Ellerslie, Auckland.  
 Texit Ltd., P.O. Box 2512, Auckland.  
 Tolley, E. B., and Co. Ltd., corner of Earle and Bath Streets, Parnell, Auckland.  
 Woolley's Ltd., 164 Grafton Road, Auckland.

## TARANAKI INDUSTRIAL DISTRICT

Emmerton, W. J., Ltd., Nelson Street, Hawera.  
 Fashions Ltd., Buller Street, New Plymouth.  
 Prestige Ltd., Stratford.

## WELLINGTON INDUSTRIAL DISTRICT

Bouzard and Ballaben, Main Street, Greytown.  
 Chilco Ltd., Bell Street, Wanganui.  
 Gayleen Manufacturing Co. Ltd., High Street, Lower Hutt.  
 Manchester Manufacturing Co. Ltd., corner of Cuba and Vivian Streets, Wellington.  
 Silvaline Gowns Ltd., Gordon Street, Dannevirke.  
 Symington, R. and W. H., and Co. (N.Z.), Roy Street, Palmerston North.  
 The Convent of the Good Shepherd, Te Horo.  
 Underwear Manufacturers' Ltd., 705 Heretaunga Street, Hastings.  
 Wairarapa Softgoods Co. Ltd., Pahiatua.  
 Waken, S., and Sons, 277 Cuba Street, Wellington.

## MARLBOROUGH INDUSTRIAL DISTRICT

Blencraft Manufacturing Co., 2 Kinross Street, Blenheim.  
 Marlborough Lingerie Ltd., 12 George Street, Blenheim.

## NELSON INDUSTRIAL DISTRICT

Hurst, H., 152 Trafalgar Street, Nelson.  
 Nelson Hospital Board, 106 Waimea Road, Nelson.  
 Nelson Knitwear Ltd., High Street, Motueka.  
 Trafalgar Textiles Ltd., Maratai Street, Tahunanui, Nelson.

## WESTLAND INDUSTRIAL DISTRICT

Lane, Walker, Rudkin Ltd., Mawhera Quay, Greymouth.  
 Truman's Ltd., 65 Mackay Street, Greymouth.  
 Westland Textiles Ltd., Revell Street, Hokitika.

## CANTERBURY INDUSTRIAL DISTRICT

Ashburton Hospital Board, Elizabeth Street, Ashburton.  
 Ballantyne, J., and Co. Ltd., Cashel Street, Christchurch.  
 Beath and Co. Ltd., Cashel Street, Christchurch.  
 Chisnall, A. D. and B., Main Street, Oxford.  
 Gadsden, J., and Co. Ltd., 43-59 Fitzgerald Avenue, Christchurch.  
 Lane, Walker, Rudkin Ltd., 32 Montreal Street, Christchurch.  
 Kaiapoi Woollen Manufacturing Co. Ltd., Allen Street, Christchurch.  
 Lichfield (N.Z.) Ltd., 179 Tuam Street, Christchurch.  
 Master Manufacturing Co., 246 Stafford Street, Timaru.  
 Millers (Wholesale) Ltd., Tuam Street, Christchurch.  
 North Canterbury Hospital Board, Riccarton Avenue, Christchurch.  
 South Canterbury Hospital Board, Church Street, Timaru.

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Barnes, W., and Co. Ltd., 73 King Street, Dunedin.  
 Blackie, D. H., and Co., corner of Bond and Police Streets, Dunedin.  
 Bradley, J. H., and Co., 53 Bond Street, Dunedin.  
 Denford, H., 210 Stuart Street, Dunedin.  
 Dominion Manufacturing Co., 3 St. Andrews Street, Dunedin.  
 Ferguson, G. H., Ltd., Port Chalmers.  
 Hallenstein Bros., 20 Dowling Street, Dunedin.  
 National Mortgage and Agency Co., Water Street, Dunedin.  
 Ross and Glendinning Ltd., High Street, Dunedin.  
 Zelma Manufacturing Co., 15 Tay Street, Invercargill.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned 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 30th day of April 1962 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 9th day of September 1960.

[L.S.]

A. TYNDALL, Judge.

## SCHEDULE

*Interpretation*

1. This award shall apply to all workers (other than order dressmakers who are covered by the Combined District Dressmakers and Milliners' Award) who are employed as journeywomen, journeymen, female apprentices, and under-rate workers:

- (a) In the manufacture and repair of underwear, shirts, pyjamas, collars, ties, aprons, overalls, blouses, dresses, playsuits, swim suits, beach shorts and other beachwear, neckwear, lingerie, sanitary towel manufacturers in the Northern and Otago and Southland Industrial Districts foundation garments, opera-cloaks, multi-pleating of new material, and toilet accessories such as evening bags, toilet bags, and similar articles of silk, artificial silk, cotton, plastic, wool, or locknit; powder puffs, bed linen, electric blankets, napery, handkerchiefs, art needlework, dolls' clothes, rag and soft plastic (other than moulded plastic) toys, cotton bags, paper patterns used in the factory, and repairs and pressing of such articles in dyeing and drycleaning establishments and by hospital boards.
- (b) In transfer-stamping in connection with the items set out in paragraph (a) of this clause, in hosiery repairs in a wholesale factory, and in work connected with designing, painting, and executing tapestry work.

*Hours of Work*

2. (a) The hours of work shall be 40 per week, to be worked on five days of the week, Monday to Friday inclusive, between the hours of 8 a.m. and 5 p.m.

(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.

(d) A break of not less than 45 minutes shall be allowed to, and taken by, all workers between 12 noon and 1.30 p.m. each day, and a break of not less than 30 minutes for tea when overtime is being worked.

*Female Apprentices*

3. (a) The term of apprenticeship for females in any capacity shall be three years.

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

	Per Week		
	£	s.	d.
For the first six months .....	4	0	0
For the second six months .....	4	10	0
For the third six months .....	5	5	0
For the fourth six months .....	6	0	0
For the fifth six months .....	6	15	0
For the sixth six months .....	7	10	0

Thereafter, journeywomen's rates:

Provided that workers commencing over 16 years of age shall receive 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 21 years of age shall be paid not less than £7 per week.

(c) The proportion of apprentices in a factory or workroom shall not exceed two apprentices to one journeywoman or male machinist: Provided that, in determining the number of female apprentices employable, any male apprentices employed under an apprenticeship order shall be counted as female apprentices.

(d) 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) Shirt-machining;
- (ii) Blouse-machining;
- (iii) Underclothing-machining;
- (iv) Whitework-machining;
- (v) Button-holer and other special machines;
- (vi) Collar-making;
- (vii) Pressing; pleating;
- (viii) Examining;
- (ix) Cutting, other than shirts and pyjamas;
- (x) Overlooking and folding;
- (xi) Any additional branch as agreed upon between the representative of the local union and the employer concerned.

(e) 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.

(f) The employer shall not dismiss the apprentice for want of work, but shall 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.

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

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

(i) 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.

(j) 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.

(k) 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.

(l) On completion of the period of probation the parties shall enter into a written agreement in accordance with the form of apprenticeship set out in the Appendix to this award.

(m) Time lost in excess of three 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.

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

(o) It shall be a breach of this award for an employer to employ an apprentice who is already apprenticed to another employer.

(p) It shall also be a breach of this award for an apprentice who is already apprenticed to commence employment with another employer until the full term of apprenticeship has been completed.

#### *Definition*

4. A "journeywoman" is one who has served her time as an apprentice at any branch of the trade or who being 21 years of age or over, has served for two and a half years. Any time served at a kindred trade shall be counted in the two and a half years.

#### *Journeywomen's and Male Machinists' Wages*

5. (a) The minimum wage for journeywomen shall be £8 13s. 4d. per week, and for journeywomen employed as cutters, £9 8s. 4d. per week.

(b) A female worker commencing at the trade when over 21 years of age shall be paid:

		Per Week		
		£	s.	d.
For the first six months .....		7	0	0
For the second six months .....		7	5	0
For the third six months .....		7	10	0
For the fourth six months .....		7	15	0
For the fifth six months .....		8	0	0
Thereafter, at journeywomen's rates.				

Any worker who has served a period at a kindred trade shall have such time counted as though it had been served at the branch of the trade in which she had commenced her training period.

(c) The minimum wage for male machinists shall be £12 16s. 8d. per week.

#### *Training of Male Machinists*

6. Females employed in teaching male apprentices or adult male machinists shall, while so employed, be paid the rates specified for male machinists.

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

7. Females employed sorting, ticketing, boxing, and distributing finished or unfinished garments and in the manufacture of cotton bags shall be paid the rates prescribed for female workers in clauses 3 and 5: Provided that female junior workers shall be paid 5s. less per week than the rates prescribed in clause 3.

Male workers so employed shall be paid £12 16s. 8d. per week: Provided that junior male workers shall be paid as follows:

		Per Week		
		£	s.	d.
For the first six months .....		4	0	0
For the second six months .....		4	10	0
For the third six months .....		5	10	0
For the fourth six months .....		6	10	0
For the fifth six months .....		7	10	0
For the sixth six months .....		8	10	0
For the seventh six months .....		9	10	0
For the eighth six months .....		10	10	0
Thereafter .....		12	16	8

*Provisions Relating to Cutters, Trimmers, and Examiners*

8. (a) The minimum wage for a chart-cutter shall be £13 9s. per week and for a stock-cutter and trimmer £13 4s. 2d. per week, and for a male examiner £12 16s. 8d. per week.

(b) Youths other than apprentices may be employed assisting examiners in the proportion of one youth to each three or fraction of three adults at not less than the following rates of pay:

				Per Week		
				£	s.	d.
For the first six months	.....	.....	.....	4	0	0
For the second six months	.....	.....	.....	4	10	0
For the third six months	.....	.....	.....	5	10	0
For the fourth six months	.....	.....	.....	6	10	0
For the fifth six months	.....	.....	.....	7	10	0
For the sixth six months	.....	.....	.....	8	10	0
For the seventh six months	.....	.....	.....	9	10	0
For the eighth six months	.....	.....	.....	10	10	0
Thereafter	.....	.....	.....	12	16	8

Provided that workers commencing over 16 years of age shall receive 7s. 6d. per week in advance of the above rates, and over 17 years of age 10s. per week in advance of the above rates, and over 18 years of age 12s. 6d. per week in advance of the above rates, but the proviso shall not operate so as to increase the rate of £12 16s. 8d.

*Definitions*

9. (a) A "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 and is engaged thereon. Laying-up by means of a hand-propelled machine shall be regarded as part of the work of a stock-cutter. When a stock-cutter is called upon to add to or deduct from his pattern, he shall be classed as a chart-cutter.

*Cutters' Requisites*

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

## PROVISIONS RELATING TO ALL WORKERS

*Charge Hands*

11. A charge hand shall be paid an allowance of not less than 12s. 6d. per week above the rates prescribed for a journeywoman or journeyman, as the case may be. A "charge hand" is a competent worker placed in direct charge of five or more workers.

*Overtime*

12. (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 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 called upon to work overtime after the ordinary time for ceasing work. When less than 24 hours' notice has been given, 5s. shall be paid for tea-money. Where a worker has been notified on the previous day that he or she will be required to work overtime and overtime is not made available, tea-money shall be provided. Where a factory has a cafeteria a suitable hot meal may be provided in lieu of payment of the meal allowance.

(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.

#### *Part-time Workers*

13. A weekly worker whose engagement is for less than 40 hours per week shall be paid the *pro rata* rate calculated on the ordinary weekly wage.

#### *Holidays*

14. (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, the day following New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day or a day in lieu thereof to be agreed upon between the employers and the secretary of the union.

(b) Should any of the abovementioned holidays, other than Anzac Day, fall on a Saturday or Sunday, then for the purpose of this award such holiday shall be observed on the following Monday and/or Tuesday.

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

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

(ii) Upon completion of 10 years' continuous employment with the same employer, a worker shall be granted in respect of each further year of employment with that employer an annual holiday of three weeks instead of two weeks allowed under the Annual Holidays Act 1944.

#### *General Provisions*

15. (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) Seats for hand-sewers and finishers shall be provided with backrests at the request of the workers concerned.

(d) A 10-minute rest period shall be allowed in the morning and afternoon to all workers.

(e) Facilities for boiling water shall be provided.

(f) No worker shall be called upon in the course of his employment to lift without assistance any bale of material in excess of 70 lb.

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

(h) The employer shall supply all necessary needles and tape measures.

#### *Piecework*

16. Piecework shall be prohibited.

#### *Bonus System*

17. (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 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 21 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 of any holidays prescribed by this award or by the Factories Act.

#### *Requirements of Economic Stabilisation Regulations*

18. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

#### *Termination of Employment*

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

Where the employment is terminated by either party without notice and without good cause, one week's wages shall be paid or forfeited in lieu of notice.

#### *First-aid Outfit*

20. A St. John first-aid outfit or similar kit, fully equipped, shall be provided by the employer on each floor in every factory. A suitable person shall be in charge.

#### *Interviews With Employees*

21. The secretary or other representative of the union shall be permitted to interview employees at their places of employment during working hours for the purpose of collecting contributions due to the union.

#### *Matters Not Provided For*

22. 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 14 days after such decision shall have been communicated to the party desirous of appealing.

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

23. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 18 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 21 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 his 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 section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

(d) An employer shall, if requested to do so by the secretary of the local union, furnish him with a return setting out the names of all workers in his employ who are deemed to be adults under the preceding subclause (b) but not more often than once each six months.

#### *Under-rate Workers*

24. (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 14 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.

#### *Exemption*

25. (a) The Union Steam Ship Co. of New Zealand Ltd. shall pay the rates of wages and overtime prescribed by this award to workers engaged on manufacturing new goods or in repairs to damaged linen for such time as they are so employed, but shall not otherwise be subject to this award.

(b) The rates of remuneration payable for work done in any public hospital may be fixed by resolution of the board provided such rates are not less than are prescribed herein for that work.

#### *Application of Award*

26. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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 this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

*Scope of Award*

27. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

*Term of Award*

28. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 5th day of September 1960, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of April 1962.

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 9th day of September 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The only matters settled by the Court related to the interpretation clause (clause 1) and the date of coming into force of the award. In other respects the award embodies the terms of the memorandum of partial settlement arrived at in Conciliation Council. As regards clause 12 (c) its incorporation in the award is not to be taken as an indication that the Court is satisfied with its validity.

A. TYNDALL, Judge.

APPENDIX

*Apprenticeship Agreement*

THIS AGREEMENT made this ..... day of ..... 19..... between ..... of ..... (hereinafter called "the employer"), and ..... an apprentice born on the ..... day of ..... 19....., (hereinafter called "the apprentice").

1. The employer hereby agrees to teach the apprentice the work that she is required to do in that branch of the ..... trade known as .....; and the apprentice hereby covenants with the employer that she will serve the employer as such apprentice for the term and subject to the conditions of the ..... award or awards in force during the term of apprenticeship.

2. The term of apprenticeship shall be ..... years (including a probationary period of three months) commencing on the ..... day of ..... 19..... and shall be served at .....

3. The employer shall pay the apprentice the appropriate rates of wages prescribed from time to time by the ..... award or awards in force during the term of apprenticeship.

Witness: .....

Occupation: .....

Address: .....

Signature of Apprentice.

Witness: .....

Occupation: .....

Address: .....

Signature of Employer.

Witness: .....

Occupation: .....

Address: .....

Signature of Parent or Guardian.

NEW ZEALAND SHIRT, WHITE, AND SILK WORKERS—APPLICATION FOR  
EXEMPTION FROM AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an application by E. B. Tolley and Co. Ltd., Parnell, Auckland, to be struck out as a party to the New Zealand Shirt, White and Silk Workers' Award, dated the 9th day of September 1960.

*Award, Application of—Exemption from Award—Industrial Dispute Between Employer and Workers—Shirt, White and Silk Workers*

In 1957 applicant was granted exemption from the award (57 B.A. 1536). Since then the rules of the unions concerned had been amended and now covered the workers. It was submitted that:

- (i) There was no dispute between the company and its employees;
- (ii) The work performed was largely unskilled and the classifications in the award could not be applied to the workers.

*Held:*

- (i) An industrial dispute within the meaning of the Act had been created between the Industrial Association of Workers and representative employers, including the applicant;
- (ii) The second submission was accepted as to one male worker, but female workers were performing work covered by the dispute and the award settling the dispute.

Application declined.

JUDGMENT OF THE COURT DELIVERED BY TYNDALL J.

THE COURT has before it an application from E. B. Tolley and Co. Ltd., Auckland, to be struck out as a respondent party to the New Zealand Shirt, White and Silk Workers' Dispute. An award for the industry was actually made on 9 September 1960, (60 Book of Awards), but the hearing of this application was deferred with the concurrence of the parties until the Court's next sitting in Auckland.

In 1957 the company successfully applied for total exemption from the previous New Zealand Shirt, White and Silk Workers' Award made on 14 May 1957. The Court's decision on the application is recorded in 57 Book of Awards, page 1536.

The company's operations today are identical in character with those prevailing in 1957. In the meantime however, the membership rules of the Auckland Cutters, Trimmers, Pressers, and Other Clothing Employees and Related Trades Industrial Union of Workers and the Auckland Tailoresses and Other Female Clothing and Related Trades Employees Industrial Union of Workers have been amended to take the following forms:

(1) The membership of the Union shall consist of male factory workers in the Northern Industrial District in the clothing, napery, and needlework trades, including as well as all other such workers, supervisors, charge hands, cutters, trimmers, pressers, or other clothing operative (including male workers engaged in the manufacture of clothing from leather, plastic, or any other substance or material, synthetic or otherwise) and/or male factory workers engaged in or in connection with the manufacture, alteration or repair of napery, handkerchiefs, ties, art needlework, pleating, shoulder pads, bed linen, electric blankets, toilet accessories (such as evening bags, toilet bags, sanitary towels, powder puffs, and similar articles of silk, artificial silk, cotton, wool, plastic or locknit), dolls' clothes, rag and soft plastic (other than moulded plastic) toys, and paper patterns used in the factory, or in the operation of fur-cutting or nailing, or as pressers in any dyeing, dry cleaning or pressing establishments, or any females who are employed, or about to be employed in the place of any such males and who are required to be paid wages at the rate prescribed for such male workers.

(2) The membership of the Union shall consist of female workers in the Northern Industrial District in the clothing, napery and needlework trades, including as well as all other such workers, supervisors, charge hands, tailoresses, pressers, cutters, examiners, machinists, tablehands, shirt, white and silk workers, dressmakers, milliners, fur workers, hat and cap workers, and/or female workers engaged in or in connection with the manufacture, alteration or repair of dolls' clothes, toilet accessories (such as powder puffs, evening bags, toilet bags and similar articles of silk, artificial silk, cotton, plastic, wool or locknit), sanitary towels, bed linen, electric blankets, rag and soft plastic (other than moulded plastic) toys, artificial flowers (other than paper, glass, china or porcelain, plastic or rubber) or of clothing made from leather, plastic, or any other substance or material, synthetic or otherwise, or of such other articles as aforesaid customarily produced in such trades or manufacturing industries, and workers engaged in repairing or pressing clothing in dyeing, dry cleaning and pressing establishments.

The Court is of the opinion that the workers employed in the company's factory now come within the scope of the membership rules of either one or other of the unions of workers.

On behalf of the company, it was submitted in support of the application that there was no dispute between the company and its workers, and that the relationships existing between the management and the employees were satisfactory to both sides.

The Court cannot accept this submission as a ground for granting the application. An industrial dispute within the meaning of the Industrial Conciliation and Arbitration Act 1954 was created between the New Zealand Federated Clothing Trade Employees' Industrial Association of Workers and certain representative employers including the applicant company.

It was submitted further that the work performed by the employees of the company is largely unskilled, comprising as it does relatively simple operations which can be taught in a minimum period of time.

Consequently it was contended that the classifications contained in the award cannot be appropriately applied to the workers.

We agree with this contention so far as the one and only male operative in the factory is concerned, but we would point out that the manufacture of several minor items other than powder puffs listed in clause 1 (a) of the award, while involving little skill, is nevertheless performed by female workers covered by the award. We consider that the female employees of the applicant company are performing work covered by the original industrial dispute and by the award which settled that dispute. Consequently the application to be struck out is declined.

Dated this 16th day of November 1960.

[L.S.]

A. TYNDALL, Judge.