

NEW ZEALAND DRESSMAKERS AND MILLINERS—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 union, persons, firms, and companies (hereinafter called “the employers”):

New Zealand Textiles and Garment Manufacturers Industrial Union of Employers, care of New Zealand Employers Federation, P.O. Box 1786, Wellington.

NORTHERN INDUSTRIAL DISTRICT

Artificial Flower Co., Mamion Street, Auckland.
 Chadwick and Bray, Ltd., City Chambers, Queen Street, Auckland.
 Childswear Ltd., Albert Street, Auckland.
 Classic Manufacturing Co. Ltd., Cook Street, Auckland.
 M. K. Manufacturers' Ltd., Great South Road, Auckland.
 Reslau Frocks Ltd., 39 Elliott Street, Auckland.
 Smith and Caughey Ltd., Queen Street, Auckland.
 Star Hat, Chancery Street, Auckland.
 Taine, W. and V., Ltd., Eden Buildings, 117 Albert Street, Auckland.

TARANAKI INDUSTRIAL DISTRICT

McGruers Ltd., Devon Street, New Plymouth.
 Rawles Arch Ltd., High Street, Hawera.
 Ward, C. C., Ltd., Devon Street, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Blythe's Ltd., Emerson Street, Napier.
 Cobbe, John, and Co. Ltd., Manchester Street, Feilding.
 D.I.C. Ltd., Victoria Avenue, Wanganui.
 Harris Hats Ltd., Vautier Street, Napier.
 Horne, Elizabeth, Heretaunga Street, Hastings.
 Kirkcaldie and Stains Ltd., Lambton Quay, Wellington.
 Londontown Enterprises Ltd., Victoria Avenue, Wanganui.
 Slaters Gown Salon, The Square, Palmerston North.
 Swanson, Wilma, 108 Willis Street, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

Thomas, J. E., Ltd., 50 Market Street, Blenheim.

NELSON INDUSTRIAL DISTRICT

Glassons Ltd., Bridge Street, Nelson.
 Louissons Ltd., 131 Trafalgar Street, Nelson.
 McKay, W., and Son, Bridge Street, Nelson.
 Trathan, B., Ltd., 91 Trafalgar Street, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Hay's Ltd., 68 Mackay Street, Greymouth.
 Truman's Ltd., 65 Mackay Street, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Armstrong, T., and Co. Ltd., Colombo Street, Christchurch.
 Ballantyne, J., and Co. Ltd., Cashel Street, Christchurch.
 Beath and Co. Ltd., 170 Stafford Street, Timaru.
 Hefford, G., and Co., East Street, Ashburton.
 South Canterbury Farmers' Co-op Association, Beswick Street, Timaru.
 Sparkes, Miss J., 142 Armagh Street, Christchurch.
 Straven Gowns Ltd., 109 Riccarton Road, Christchurch.
 Turner Hats Ltd., 96 Lichfield Street, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Barnett, Arthur, Ltd., 267-277 George Street, Dunedin.

Drapery Supply Association, 105 George Street, Dunedin.

D.I.C., Princes Street, Dunedin.

Jean Manufacturing Co., 496 Dee Street, Invercargill.

Jill Millinery Ltd., 11 Great King Street, Dunedin.

North Otago Farmers' Co-op. Association Ltd., 108-110 Thames Street, Oamaru.

Smith, H. and J., Ltd., Tay Street, Invercargill.

THE COURT of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 5th day of May 1964 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 28th day of November 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Interpretation

1. This award shall apply to all workers employed at order dressmaking (including alteration hands), cutting paper patterns for use in the workroom and at millinery, art needlework, and transfer stamping in connection therewith, at hosiery repairs in a retail establishment and at multiplotting of new material. It shall not apply to workers employed at making coats, costumes, or skirts of woollen, worsted, serge, leather, or other similar materials.

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 5.30 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 2 p.m. each day, and a break of not less than 30 minutes for tea when overtime is being worked.

Female Apprentices

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

				Per Week		
				£	s.	d.
For the first six months	.....	.....	.....	4	5	0
For the second six months	.....	.....	.....	4	15	6
For the third six months	.....	.....	.....	5	11	0
For the fourth six months	.....	.....	.....	6	6	8
For the fifth six months	.....	.....	.....	7	2	6
For the sixth six months	.....	.....	.....	7	18	4
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 7s. 6d. per week.

General Provisions Relating to the Employment of Apprentices

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

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

(c) 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 coats, bodices, and skirts not made of tweed, worsted, woollen, serge, or similar materials; pressing; cutting or pleating:

(ii) Machining:

(iii) Millinery - whole trade:

(iv) Making of artificial flowers other than paper.

(d) 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.

(e) 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.

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

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

(h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) 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.

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

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

(o) 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

5. 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 Wages

6. (a) The minimum wage for journeywomen shall be £9 2s. 6d. per week, and for journeywomen employed as cutters £9 18s. 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	7	6
For the second six months	.....	.....	.....	7	12	6
For the third six months	.....	.....	.....	7	18	4
For the fourth six months	.....	.....	.....	8	3	4
For the fifth six months	.....	.....	.....	8	8	4
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.

Sorting, Ticketing, Boxing, and Distribution of Work

7. Females employed sorting, ticketing, boxing, and distributing work shall be paid the rates of wages prescribed for female workers in clauses 3 and 6: Provided that female workers shall be paid 5s. per week less than the rates prescribed in clause 3.

Part-time Workers

8. 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.

Charge Hands

9. A charge hand shall be paid an allowance of not less than 13s. per week above the rates prescribed for a journeywoman. A "charge hand" is a competent worker placed in direct charge of five or more workers.

Cutters' Requisites

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

Overtime

11. (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. 2d. 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.

Holidays

12. (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 above-mentioned 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 above-mentioned 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.

(iii) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued and at the

date of the commencement of any such period any such worker has not become entitled to an annual holiday, then, subject to any agreement under the proviso to subsection (2) of section 3 of the Annual Holidays Act 1944, that worker, notwithstanding the provisions of subclause (g) of clause 13 hereof, shall not be entitled to any wages for the two weeks following that date but the employer shall before that date pay to her in addition to all other amounts due to her at that date, including amounts to which she is entitled in respect of special holidays, an amount equal to one twenty-fifth of her ordinary pay for the period of her employment up to that date, and for the purposes of the Annual Holidays Act the next year of her employment shall be deemed to commence on that date.

General Provisions

13. (a) Wages shall be paid weekly not later than Thursday in any case and not later than the usual closing time in the factory. Not more than two days' pay shall be kept in hand by the employer. Where a holiday falls on a Thursday or a Friday, wages shall be paid on the preceding Wednesday.

(b) Workers shall be given or have reasonable time to inspect an account of their wages at the time of payment.

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

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

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

(f) Facilities for boiling water shall be provided.

(g) 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.

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

(i) All garments soiled through wear shall be drycleaned or washed before they are pressed and/or repaired.

Piecework

14. Piecework shall be prohibited.

Termination of Employment

15. 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.

Bonus System

16. (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.

First Aid Outfit

17. 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

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

Matters Not Provided For

19. 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, 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.

Unqualified Preference

20. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if she is not already a member of a union of workers bound by this award, become a member of such union within 14 days after her engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as she continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

21. (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 14 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

22. 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

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

Term of Award

24. 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 first day of the pay period in each establishment commencing on or after the 5th day of November 1962, 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 5th day of May 1964.

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 November 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 20 in the award in the form in which it was agreed upon in the Council of Conciliation.

The rates of remuneration prescribed by this award are *not* to be increased by the application of the provisions of the Court's general order of 4 July 1962.

K. G. ARCHER, Judge.

1937

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:

Witness:

Occupation:

Address:

Witness:

Occupation:

Address:

.....
Signature of Apprentice.

.....
Signature of Employer.

.....
Signature of Parent or Guardian.