

(8199.) OTAGO AND SOUTHLAND TAILORESSES (DRESSMAKERS
AND MILLINERS).—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District. In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Dunedin Tailoresses and other Female Clothing-trade Employees' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Dunedin.

Aitken and Brown, Dressmakers, 301 Castle Street, Dunedin.
Allen and Ross, Misses, Drapers, 202 North Road, North-east Valley.
Arnett, Mrs. H. (Mrs. H. Riley), Dressmaker, 134 Princes Street, Dunedin.
Baldwin and Griggsby, Misses, Dressmakers, 248 King Street, Dunedin.
Barnett, Arthur (Limited), Drapers, 158-170 George Street, Dunedin.
Bates, Miss M., Dressmaker, 107 South Road, Caversham.
Bishop, Miss C., Dressmaker, 341 Rattray Street.
Bond, Mrs. R. M., Dressmaker, 202 Princes Street, Dunedin.
Boulton, Misses, Costumiers, North Road, North-east Valley.
Brand, Misses M. and A., Drapers, Prince Albert Road.
Brown, Ewing, and Co. (Limited), Drapers, 150 Princes Street, Dunedin.
Butterworth Bros. (Limited), Milliners, 142 High Street.
Callon, Miss A., Dressmaker, 21 Graham Street, Dunedin.
Campbell Bros., Drapers, 28 Princes Street and 84 George Street.
Carline, Miss M., Dressmaker, Cargill Road, Caversham.
Cheyne, A. F., and Co., Drapers, Gordon Road, Mosgiel.

- City Drapery Store (L. Lazarus), Drapers, 9 Octagon, Dunedin.
 Coburn, Miss, Milliner, Moray Place West.
 Collins, Mrs. A. J., Dressmaker, 42 Lawrence Street, Mornington.
 Crabbe, Miss J., Dressmaker, 8 Young Street, Dunedin.
 Crawford, Mrs. C., Dressmaker, 24 Mailer Street, Mornington.
 Cross, S. J., Dressmaker, 95 Stuart Street.
 Cusack, Miss D., Dressmaker, 255 Cargill Road, Dunedin.
 Davis, Miss E. C., Dressmaker, Stuart Street, Dunedin.
 Deuchrass and McLaren, Misses, Dressmakers, 17 Haig Street, Mornington.
 Drapery and General Importing Company of New Zealand (Limited), Drapers,
 10-14 Princes Street.
 Drapery Supply Association, Drapers, 105 George Street, and 127 King
 Edward Street.
 Dreavers Limited, Drapers, 72-78 George Street.
 Dunn, Miss E., Dressmaker, 315 George Street.
 Eardley, Mrs. E., Dressmaker, 189 Cargill Road, Caversham.
 Egglestone, Miss J. W., Dressmaker, 135 Cargill Street, Dunedin.
 Elgar Millinery Salon (Miss E. Garrett), Milliner, 26 George Street.
 Elizabeth and Co., Milliners, 65 Princes Street.
 Ellis, Miss, Dressmaker, 58 Princes Street, Dunedin.
 Elnore Limited, Outfitters, 30 Octagon.
 Etheridge, Miss A., Dressmaker, 54 York Place.
 Fairbairn and Wilson, Outfitters, 270 Princes Street.
 Foster, Mrs., Draper, 618 Cargill Road.
 Fox, Miss E., Dressmaker, 683A Castle Street.
 Fox, Miss J., Draper, 407 Princes Street.
 Francis, Miss, Draper, Dukes' Buildings, Cargill Road.
 Gebbie, Mrs., Dressmaker, Princes Street.
 Gordon and Smith, Dressmakers, 35 Dowling Street.
 Grant, Miss S., Dressmaker, 181 Highgate, Roslyn.
 Gray and Sons (Limited), Drapers, Milton.
 Grigg and Crawford, Dressmakers, 618 Cargill Road, Caversham.
 Guest, Miss L., Milliner, 75 Stuart Street, Dunedin.
 Hall, Miss C., Dressmaker, 66 Stuart Street.
 Hall, Miss M. A., Dressmaker, 95 Stuart Street.
 Hanna, Misses, Milliners, 180 George Street.
 Healy, Misses, Dressmakers, 118 King Edward Road.
 Hicks, Mrs. B., Dressmaker, 8 Catherine Street, Caversham.
 Hopper and Haub, Mesdames, Dressmakers, 594 Cargill Road.
 Inglis, A. and T. (Limited), Drapers, 71-83 George Street.
 Ireland, Miss L., Dressmaker, 163 George Street.
 Johnson, Miss S., Dressmaker, 75 Melville Street.
 Jones, Miss E., Dressmaker, 652 King Street.
 Kay and Matthews, Misses, Dressmakers, 10 George Street.
 Kernohan, Miss B., Dressmaker, 74 Prince Albert Road.
 Leonard, Miss E., Draper, 153 King Edward Street.
 Leonard, Miss L., Dressmaker, 176 King Edward Street.
 Le Printemps, Frock Specialists, 45 George Street.
 Leslie and Todd, Misses, Dressmakers, 76 Stuart Street.
 Lister and Stevens, Misses, Costumiers, 169 Cargill Road.
 Lott, Mrs., and Fox, Miss, Dressmakers, 15 North Road, North-east Valley.
 Lucia (Miss J. Brown), Mantle and Costume Showroom, Moray Place East.
 McArthur and Long, Mesdames, Drapers, 22 Dowling Street.
 McBean, Mrs. and Miss, Dressmakers, 17 Taieri Road.
 McGregor, Miss E. M., Dressmaker, Moray Place West.
 McKeich, Miss, Dressmaker, 95 Stuart Street.
 Macky, Logan, Caldwell (Limited), Milliners, Moray Place.
 Marrett, Misses, Dressmakers, 347 George Street.
 Martin, Miss M. I., Milliner, 131 George Street.

Medley, Mrs. H., Milliner, 58 Princes Street.
 Mellick, Miss C., Milliner, 76 Stuart Street.
 Milnes and Congalton, Misses, Moray Place West.
 Mitchell, Miss A., Milliner, 245 George Street.
 Nickel, Mrs. A., Dressmaker, 309 King Edward Street.
 Nora Dene (Miss Hinds), Milliner, 123 High Street.
 Partridge, Miss E. L., Draper, 329 George Street.
 Patrick, Davidson, and Co. (Josephine), Milliners, 29 Octagon.
 Peacock, Miss (Le Chick), Dressmaker, Jamieson's Buildings, Stuart Street.
 Penrose, W., and Co., Drapers, 100 George Street.
 Piper, Miss M., Milliner, City Road, Roslyn.
 Potter, Miss B. (Lavender Salon), Dressmaker, 85 Stuart Street.
 Purssell, Miss E., Dressmaker, 387 Moray Place East.
 Rodgers, Miss M., Ladies' Outfitter, 4 Octagon.
 Ross, Misses E. and L. (The Vogue), Dressmakers, Stuart Street.
 Ross, Miss M. C., Dressmaker, Ross's Buildings, Octagon.
 Simmonds, A., Milliner, Carey's Bay, Port Chalmers.
 Simpson, Misses, Milliners, 142 George Street.
 Slight, Misses, Dressmakers, 24 George Street.
 Small, Miss A. (The Polytechnic), Draper, Arcade.
 Smith, Mrs. A., Dressmaker, 262 George Street.
 Smith and Lister, Milliners, 24 Moray Place West.
 Spencer, Miss M., Dressmaker, 59 Royal Crescent, Musselburgh.
 Spillan, Miss, Dressmaker, 153 George Street, Dunedin.
 Stephens, Miss, Milliner, Outram.
 Stewart, Messrs. J. and A., Drapers, Milton.
 Sutherland, Mrs. E., Dressmaker, 466 George Street.
 Swallow, Messrs. H., and Co., Milliners, Mosgiel.
 Swindley, Miss M. F., Milliners, 106 Princes Street.
 Thomas, Miss E., Dressmaker, 231 King Edward Street.
 Thomas, Miss E., Milliner, 352 King Street.
 Unique Stores (Limited), Drapers, 14 Octagon, Dunedin.
 Warner, W. P. (Limited), Milliners, 36 King Street.
 Whelan, Miss E. (W. Penrose and Co.), Dressmaker, 100 George Street.
 Wilson, Miss C., Dressmaker, 123 High Street, Dunedin.
 Wilson, Mrs. E., Dressmaker, 257 King Edward Road.
 Wolfenden and Russell, Drapers, King Edward Street, South Dunedin.
 Woodley, Mrs. K., Dressmaker, 208 George Street.
 Woods, F. and R. (Limited), Drapers, 11 Princes Street, Dunedin.

Invercargill.

Abernethy and Falconer, Misses, Dressmakers, Federal Buildings, Dee Street.
 Beadle, Miss, Dressmaker, Tay Street.
 Beckett and Jackson, Milliners, 87 Dee Street, Invercargill.
 Boyes, W. H., and Co., Drapers, 24 Tay Street, Invercargill.
 Boyne Bros., Drapers, Main Street, Gore.
 Brey, Miss C., Milliner, 75 Tay Street, Invercargill.
 Campbell, Miss C., Milliner, 45 Esk Street, Invercargill.
 Chaplin, Mr. J., Milliner, Esk Street, Invercargill.
 Clarke, Miss M. T., Dressmaker, 75A Dee Street, Invercargill.
 Cockroft, Miss, Ladies' Outfitter, 129 Dee Street, Invercargill.
 Economic, The, Drapers, Dee Street, Invercargill.
 Flaus, Miss, Dressmaker, Tay Street, Invercargill.
 Haggart, Miss, Dressmaker, care of McGibbon and Co. (Limited), Gore.
 Hendy, Mrs. J. B., Dressmaker, Gore.
 Herbert, Haynes (Limited), Dressmakers, 42 Tay Street, Invercargill.
 Howie, Miss A., Dressmaker, Esk Street, Invercargill.
 Hughes, Miss D., Dressmaker, 3 Tay Street, Invercargill.
 Isabeth, Mrs., Dressmaker, Medway Street, Gore.

- Jenkins, Mrs. M. E., Dressmaker, 189 Yarrow Street, Invercargill.
 Jones, Miss F., Dressmaker, 17 Tay Street, Invercargill.
 Jordan, Mrs., Dressmaker, Esk Street, Invercargill.
 Knuckey, Miss M., Dressmaker, Frederick Street, Invercargill.
 Lewis's Limited, Drapers, 33 Dee Street, Invercargill, and at Wyndham and
 Gore.
 Louvre, The, Drapers, 146 Dee Street, Invercargill.
 McCorkindale, Miss M., Dressmaker, 26 Esk Street, Invercargill.
 McGibbon and Co., Drapers, Huron Street, Gore.
 McGruer, Taylor, and Co., Drapers, 26 Dee Street, Invercargill; also Gore
 and Bluff.
 McLeod, Miss A., Ladies' Outfitter, Bluff.
 Miller, Miss, Dressmaker, 4 Dee Street, Invercargill.
 Murdoch, Mrs. M., Medway Street, Gore.
 Noble, Miss E. C., Ladies' Outfitter, 105 Dee Street, Invercargill.
 Perkins, Mrs. D., Dressmaker, 35 Melbourne Street, Invercargill.
 Perry, Mrs. (Lewis's Limited), Dressmaker, 33 Dee Street, Invercargill.
 Rogerson, Miss M., Dressmaker, 118 Tweed Street, Invercargill.
 Ross, Miss A., Dressmaker, Vogel Street, Gore.
 Shanks and Brownlie, Misses, care of Thomson and Beattie (Limited), Gore.
 Small and Hurley, Misses, Dressmakers, care of Herbert, Haynes (Limited),
 42 Tay Street, Invercargill.
 Smith, H. and J., Drapers, Invercargill and Gore.
 Stanton, Miss, Dressmaker, care of McGruer, Taylor, 26 Dee Street, Inver-
 cargill.
 Thomson and Beattie, Drapers, Tay Street, Invercargill, and Main Street,
 Gore.

Oamaru.

- Brown, R., and Co. (Polytechnic), Drapers, Thames Street.
 Bulleid, J., and Co. (Limited), Drapers, Thames Street.
 Fairhall, Miss K., Draper, Thames Street.
 Glover, Mrs., Ladies' Outfitter, Thames Street.
 Howard, Miss H., Dressmaker, Thames Street.
 Kerr and Co., Drapers, Thames Street.
 Lowen, Miss, Ladies' Outfitter, Thames Street.
 North Otago Farmers' Co-operative Association, Drapers, Thames Street.
 Robertson and Boulton, Drapers, Thames Street.
 Simpkins, Misses, Drapers, Thames Street.
 Tait, Miss D., Milliner, Ribble Street.
 Watson, Mrs. L. M., Ladies' Outfitter, Thames Street.

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 25th day of May, 1925, and shall continue in force until the 25th day of May, 1926, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 8th day of May, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Classes of Workers.

1. The classes of workers recognized by this award are journey-women, apprentices, and under-rate workers.

Hours of Work.

2. The hours of work for all classes of workers shall be forty-four per week.

Term of Apprenticeship.

3. The term of apprenticeship for those engaged in any capacity shall be four years.

Wages.

4. (a.) Wages shall be paid to apprentices at the weekly rates hereinafter set forth :—

	Per Week.		
	£	s.	d.
First six months	0	15	0
Second six months	0	17	6
Third six months	1	0	0
Fourth six months	1	2	6
Fifth six months	1	5	0
Sixth six months	1	7	6
Seventh six months	1	10	0
Eighth six months	1	15	0
Thereafter	2	4	0

(b.) No worker over the age of twenty-one years shall be paid less than £1 7s. 6d. per week, except as may be provided under the provisions of clause 11 hereof.

Apprentices.

5. The following provisions shall apply to apprentices :—

(a.) There shall be no limitation to the number of apprentices employed.

(b.) An apprentice shall serve for the full period, and be taught the branch of the trade to which she is apprenticed. The term "branch of the trade" in this award shall be held to mean—for dress-makers, (1) all the work done by hand on coats, bodices, and skirts, and (2) machining; for milliners, whole trade.

(c.) It shall be obligatory on the part of the employer to pay the wages stipulated in the award, and to teach the apprentice the branch of the trade to which she is apprenticed. Any apprentice who has served a period at a branch of a kindred trade in the same employ 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 will 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 of 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 until 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 employers 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.) Four months' probation shall be allowed the first employer of any apprentice to determine her fitness, such four months to be included in the period of apprenticeship.

(j.) Absence on account of sickness amounting in the whole to more than one month in the year shall be made up by the apprentice.

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

Overtime.

6. Any time worked beyond the ordinary hours in any one day in any one factory shall be deemed overtime, and shall be paid for at

the rate of time and a half for the first three hours. Twenty-four hours' notice shall be given by the employer to any worker to work overtime. When less than twenty-four hours' notice has been given 1s. 6d. shall be paid for tea-money.

Holidays.

7. The following holidays shall be observed and paid for: New Year's Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, and Christmas Day.

Payment of Wages.

8. All wages shall be paid weekly or fortnightly not later than Friday, within fifteen minutes of the usual time for ceasing work. Employers shall not keep more than one day's wages in hand at any pay-day.

Machinery and Subdivision of Labour.

9. The manufacturer shall have the right to divide and subdivide labour in any way he may deem necessary, subject to the other provisions of this award.

Control of Factory.

10. Every manufacturer shall be entitled to the fullest control over the management of his factory, and to make such regulations as he deems necessary for time-keeping and good order. Every workroom shall be properly heated and ventilated.

Deductions from Wages.

11. (a.) Any time lost through the default of a worker or by reason of any breakdown or accident to the machinery used by the employer, or shortage of work necessitating temporary suspension of any section of the factory, shall be deducted from her wages, provided that any such time exceeds one continuous hour. In other cases where notice has not been given the previous day, and any worker presents herself for employment in the morning, such worker shall be entitled to half a day's pay. If any worker has so presented herself in the morning, and is required to attend in the afternoon and no work is available, such worker shall be entitled to a further half-day's pay.

(b.) No wages shall be paid for time lost through the factory being closed for the annual factory holidays, or public holidays (except as provided in clause 7), or for stock-taking or cleaning the premises.

(c.) 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 all classes of workers as circumstances will permit, and in such cases workers shall only be paid for the time actually worked, subject to subsection (a) hereof.

Termination of Engagement.

12. One week's notice of the termination of the employment of any journeywoman shall be given by the employer to the worker or by the worker to the employer, as the case may be.

Matters not provided for.

13. If any dispute or question arises as to any matter not provided for by this award such dispute or question shall be settled by the employer concerned and the chairman or secretary of the local union, and if they cannot agree, then by the Conciliation Commissioner for the industrial district in which the dispute or question shall arise.

Under-rate Workers.

14. (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.

Preference.

15. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after her engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified

to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Scope of Award.

16. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award.

17. This award shall come into force on the 25th day of May, 1925, and shall continue in force until the 25th day of May, 1926.

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 8th day of May, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendations of the Conciliation Council, which the parties agreed to accept.

[L.S.]

F. V. FRAZER, Judge.