

WELLINGTON AND TARANAKI TAILORS AND TAILORESSES.—
AWARD

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Wellington and Taranaki Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Wellington and Taranaki Clothing and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Baker, H., Tailor, 96 Willis Street, Wellington.
Battersby, N., Tailor, 25 Willis Street, Wellington.
Bedford, F. W., Tailor, 117 Lambton Quay, Wellington.
Bell, J., Tailor, 61 Manners Street, Wellington.
Browne, E. C., and Co., Tailors, 14 Willis Street, Wellington.
Carter, A. E., and Sons, Devon Street, New Plymouth.
Cooper's Ltd., Tailors, The Square, Palmerston North.
Crawford and Neal, Tailors, The Square, Palmerston North.
Carrad, George, Tailor, Victoria Avenue, Wanganui.
Clapham, A. V. and L., Victoria Avenue, Wanganui.
Donald and Joy, Tailors, Queen Street, Masterton.
Dunn, Miss, Hannah's Building, Stratford.
Doherty, James A., Tailor, 215 Lambton Quay, Wellington.
Gotlieb, H., Tailor, 248 Lambton Quay, Wellington.
Krahagan and Chapman, Tailors, Masterton.
Kirkealdie and Stains, Lambton Quay, Wellington.
Kitto, A. C., Tailor, 132 Willis Street, Wellington.
Krebs, G., Tailor, 17 Victoria Street, Wellington.
McAffer, N., Tailor, Cuba Street, Palmerston North.
McSkimming, A., Tailor, Victoria Avenue, Wanganui.
Pearce, G., Currie Street, New Plymouth.
Pell, J., Tailor, Heretaunga Street, Hastings.

Parker, T., and Co., Tailors, Hastings Street, Napier.
 Robb, J. C., 132-134 High Street, Hawera.
 Rawles, Arch., High Street, Hawera.
 Salvation Army Tailoring Department, Cuba Street, Wellington.
 Turnbull, D. R., Broadway, Stratford.

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 on the 30th day of August, 1943, and shall continue in force until the 30th day of August, 1944, 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 25th day of August, 1943.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Interpretation

1. This award shall apply to all workers and to all employers engaged in the retail tailoring trade, whether partially or wholly engaged in the manufacture, alteration, and repair of bespoke garments or the alteration and/or repair of ready-made garments; but shall not apply to garments that are made and/or altered in clothing-factories by workers covered by the Clothing-trade award, provided the order is taken by a retailer and the manufacturer or the retailer does not advertise or claim in any way that such garments are tailor-made garments.

Classification

2. The classes of workers recognized by this award are journeymen, journeywomen, and female apprentices.

Definition

3. The word "bespoke" in this award shall be held to mean "made to order and/or fitted on."

Hours of Work

4. (a) The ordinary hours of work shall be forty 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) The hours of work shall be posted in each workroom.

Female Apprentices

5. (a) An apprentice shall serve a term of four years.

(b) The proportion of apprentices shall be one apprentice to every two journeywomen or fraction of the first two journeywomen.

(c) Three months' probation shall be allowed the first employer of any apprentice to determine her fitness, such three months to be included in her period of apprenticeship.

(d) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that she has served her apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice, he shall give her a certificate for the time served, and procure her another employer carrying on business within a reasonable distance of the original employer's place of business who will

continue to teach the apprentice, to pay her the wages prescribed by this award according to the total length of time she has served, and generally to perform the obligations of the original employer: Provided that it shall not be obligatory upon the employer to find the apprentice another employer if she shall so misconduct herself as to entitle the employer to discharge her, but he shall give her a certificate covering the time actually served.

(e) Any employer taking an apprentice shall be deemed to undertake the obligation of teaching her the trade and shall pay her not less than the undermentioned scale of wages:—

	Per Week.		
	£	s.	d.
For the first six months	0	18	0
For the second six months	1	2	0
For the third six months	1	6	0
For the fourth six months	1	10	0
For the fifth six months	1	15	0
For the sixth six months	2	0	0
For the seventh six months	2	6	0
For the eighth six months	2	11	0

Provided that a worker of the age of twenty-one years or upwards shall be paid not less than the basic wage for the time being prevailing.

(f) No deduction shall be made from the apprentice's wages except for her own sickness or default.

Wages

6. (a) The minimum wage for tailors and pressers shall be £5 10s. per week.

(b) The minimum wages for tailoresses shall be as follows:—

	Per Week.		
	£	s.	d.
Journeywomen employed on coats ..	3	5	0
Other journeywomen and machinists ..	3	0	0

(c) The labour cost of a piecework job shall be made up from the piecework statement recorded in 35 Book of Awards 1316-1319, to which shall be added one-third of such labour-cost.

(d) No deduction shall be made from the weekly wage save for time lost through the worker's sickness or default or for time lost through slackness of work or for absence from any cause over which the employer has no control.

(e) All wages shall be paid weekly.

Increase in Rates of Remuneration

7. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively (and recorded in Books of Awards 40, p. 1153, and 42, p. 258), shall be deemed to be incorporated in this award and shall have effect according to their tenor.

Overtime

8. (a) All work performed by workers beyond the hours prescribed in the hours of work clause hereof shall be considered overtime, and shall be paid for in accordance with the following scale: From 6 p.m. until 10 p.m., time and a half; and from 10 p.m. until 8 a.m. double time. No female worker shall be employed on Saturday. Male workers employed on Saturday shall be paid time and a half rates between 8 a.m. and 12 noon, and thereafter double time rates.

(b) For overtime, male pieceworkers shall be paid 1s. 4½d. per hour in addition to piecework rates.

(c) For overtime, female pieceworkers shall be paid 10d. per hour in addition to piecework rates.

(d) Twenty-four hours' notice shall be given by the employer to any worker called upon to work overtime after the ordinary time for ceasing work. When less than twenty-four hours' notice has been given 1s. 9d. shall be paid for tea-money.

Holidays

9. (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 and the day after, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign.

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

(c) Double rates shall be paid for any work done on any of the above holidays.

(d) Pieceworkers shall be paid for the above-mentioned holidays at the award rate prescribed for weekly hands.

(e) An annual holiday of one week on full pay shall be allowed to all weekly workers on completion of each year of service, such holiday to be given at a time suitable to the employer, but to commence not later than one month from such completion except when otherwise arranged with the union. Such holiday shall be in addition to the holidays specified in subclause (a) of this clause. In computing the yearly period,

broken time shall be counted as time worked. If the employment of any worker is terminated by either party for any reason, other than by the employer for misconduct of the worker, before the completion of the first year of service but after three months' service being part thereof has been completed, or at any time after the first year of service has been completed, a holiday of proportionate duration for the broken period served shall be allowed or paid for.

(f) An annual holiday of one week shall be allowed to all pieceworkers on completion of each year of service, such holiday to be given at a time suitable to the employer but to commence not later than one month from such completion, except when otherwise arranged with the union. Such holiday shall be in addition to the holidays specified in subclause (a) of this clause. Each pieceworker shall be paid for such holiday a sum equal to his or her average weekly earnings during the twelve months immediately preceding the holiday. If the employment of any pieceworker is terminated by either party for any reason, other than by the employer for misconduct of the worker, before the completion of the first year of service but after three months' service being part thereof has been completed, or at any time after the first year of service has been completed, a holiday of proportionate duration for the broken period served shall be allowed and paid for at a rate based on the average weekly earnings of the worker for the period worked.

General Conditions

10. (a) The employer shall have the right to employ whatever labour he may require so long as he complies with the conditions set out herein.

(b) An employer shall have the right to introduce whatever machinery his business may in his opinion require, and to divide and subdivide labour in any way he may deem necessary, subject to the payment of wages as herein specified: Provided that there shall be employed on coats not less than one journeyman to every four or fraction of four journeymen or apprentices.

(c) There shall be a fair distribution of work to all operatives in each team.

(d) There shall be a fair distribution of work to all pieceworkers.

(e) Employers may make whatever regulations they deem necessary for timekeeping and good order.

Termination of Employment

11. Forty-eight hours' notice of termination of weekly employment shall be given by either party; except that it shall not be necessary to give forty-eight hours' notice of temporary suspension of employment because of slackness of work. A worker on temporary suspension for forty-eight hours shall be absolved from giving forty-eight hours' notice of termination of employment if desirous of taking other employment.

Disputes

12. The essence of this award being that the work of the employers and the employment of workers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Interview with Workers

13. The secretary or other representative of the union shall be permitted to interview employees at the place of employment once a month during working-hours for the purpose of collecting contributions due to the union.

Workers to be Members of Union

14. (a) Subject to the provisions of section 18 (5) 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.

(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

15. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award

16. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is,

when the award comes into force or at any time whilst 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

17. This award shall operate throughout the Wellington and Taranaki Industrial Districts.

Term of Award

18. This award shall come into force on the 30th day of August, 1943, and shall continue in force until the 30th day of August, 1944.

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 25th day of August, 1943.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The matters settled by the Court related to all wage-rates, including piecework rates, overtime, tea-money, and term of award.

Messrs. A. V. and L. Clapham, Wanganui, have made application to be struck out, and this application will be dealt with by the Court in the centre from which it originated.

The application under section 58 of the Industrial Conciliation and Arbitration Act, 1925, for the hearing of the dispute by a Council of Conciliation was filed with the Clerk of Awards before the 15th December, 1942; consequently the Court in making the award is not required to have regard to the Economic Stabilization Emergency Regulations 1942 (Regulation 43A (2) (a)).

Mr. Prime does not agree with the increased rates awarded.

[L.S.]

A. TYNDALL, Judge.
