

NORTHERN INDUSTRIAL DISTRICT **TAILORS**.—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Auckland Tailors' Industrial

Union of Workers (hereinafter called "the union") and the undermentioned union, persons, firms, and companies (hereinafter called "the employers") :—

The Auckland Master Tailors' Industrial Union of Employers, National Insurance Buildings, O'Connell Street, Auckland.

*Auckland City*

Advance Outfitters (H. C. Martin), H.B. Buildings, Karangahape Road, Auckland.

Aldridge, H., and Co., 421-423 Queen Street, Auckland.

Anderson, J., 514 Upper Queen Street, Auckland.

Austin, A. H., 227 Hobson Street, Auckland.

Bevege, Alfred, and Co., corner of Queen Street and Wellesley Street East, Auckland.

Boyd, R. G., 3rd Floor, His Majesty's Arcade, Queen Street, Auckland.

Brown, Jack, 196 Broadway, Newmarket, Auckland.

Buckley, E., 602 Great North Road, Grey Lynn, Auckland.

Bull, Horace, Ltd., 181 Queen Street, Auckland.

Bunker, H. E., 41 Strand Arcade, Queen Street, Auckland.

Carswell, D., 45A New North Road, Eden Terrace, Auckland.

Clarkson, J., and Sons, 182 Queen Street, Onehunga, Auckland.

Cochrane, A. (Renown Clothing Co.), Palmerston Buildings, Queen Street, Auckland.

Connell, Geo., 519 Karangahape Road, Auckland.

Coulter, 14 Richmond Avenue, Grey Lynn, Auckland.

Court, George, and Sons, Ltd., Karangahape Road, Newton, Auckland.

Crawshaw, E., 2nd Floor, Palmerston Buildings, Queen Street, Auckland.

Cummins, F. W. P., 89 Shortland Street, Auckland.

Court, John, Ltd., 202-212 Queen Street, Auckland.

Colmax, 136-141 Karangahape Road, Newton, Auckland.

Daisley and McMillan, Kean's Buildings, Queen Street, Auckland.

Daniels, A. W., 118 Victoria Arcade, Shortland Street, Auckland.

Davey, Fred., Alston Chambers, 63 Queen Street, Auckland.

Deeming, F., 60 Security Buildings, 198 Queen Street, Auckland.

Devcich, A., 69 Victoria Street West, Auckland.

Drew, W. H., 210 Hobson Street, Auckland.

Duffy, C. J. L., 284 Dominion Road, Mount Eden, Auckland.

Farmers' Trading Co., Ltd., Hobson Street, Auckland.

Fletcher, G. H., 258 Queen Street, Onehunga, Auckland.

Flyger, E. L., 401 Karangahape Road, Auckland.

Fraser, Smith, and Lucas, Ltd. (Lynx Suits), 123 Queen Street, Auckland.

Farquhar, W. P., 23 His Majesty's Arcade, 171 Queen Street, Auckland.

Flackson Ltd., 191-197 Karangahape Road, Auckland.

Gadd, A. H., 8 Great North Road, Grey Lynn, Auckland.

Gager, A. H., 97 Main Highway, Ellerslie, Auckland.

Greer, E. C., Ltd., Dingwall Buildings, Queen Street, Auckland.

Greer, R. W., 16-17 Palmerston Buildings, Queen Street, Auckland.

Groos, P., and Co., 4 and 6 Durham Street East, Auckland.

Hallenstein Bros., 224 Queen Street, Auckland.

Hebden, A. O., 2 Wyndham Street, Auckland.

Hebden, J. R., Great South Road, Otahuhu, Auckland.

Heine, W., 40 Security Buildings, Queen Street, Auckland.

Horace Bull, Ltd., 181 Queen Street, Auckland.

- Hutton, T. W. (Manager), 18 Lower Vincent Street, Auckland.  
 "Jaffe," Everybody's Tailors, 344 Queen Street, Auckland.  
 Jaffe, Max, and Sons, 219 Queen Street, Auckland.  
 Johnston, J. B., Pitt Street, Ellerslie, Auckland.  
 Keith and Black, 11 Victoria Street, Auckland.  
 Kemp, B. J. M., 1st Floor, Palmerston Buildings, Queen Street, Auckland.  
 Laking, R. G., 93 Queen Street, Onehunga, Auckland.  
 Lane and Harman, British Chambers, High Street, Auckland.  
 Larritt, J., 223 Queen Street, Auckland.  
 Lees, Les., 18 Wellesley Street West, Auckland.  
 Lyon, G. H., McKenzie's Buildings, Karangahape Road, Auckland.  
 Martin, W. E., Tabernacle Buildings, Karangahape Road, Auckland.  
 McCarthy, D., 247 Khyber Pass Road, Newmarket, Auckland.  
 McCready, B. H., 123 Symonds Street, Auckland.  
 MacDonald, W., 425 New North Road, Kingsland, Auckland.  
 McKean, H., 23 Great North Road, Auckland.  
 McConnell, T., Alston Chambers, 63 Queen Street, Auckland.  
 Martin, T., British Chambers, 35 High Street, Auckland.  
 Master Clothes, Ltd., 170 Queen Street, Auckland.  
 Masterton, A., 379 Great South Road, Ellerslie, Auckland.  
 Meyers, F. Nathan, 23 Swanson Street, Auckland.  
 Milne and Choyce, Ltd., Queen Street, Auckland.  
 Morgan, J., 69 Victoria Street, Devonport, Auckland.  
 Moyes, J., 14 Victoria Street East, Auckland.  
 Munro, C. and R. J., 48 City Chambers, corner of Queen Street and Victoria Street West, Auckland.  
 Ogilvie, J. T., Great South Road, Otahuhu, Auckland.  
 O'Gorman, F. R., 406 New Zealand Insurance Buildings, Queen Street, Auckland.  
 O'Malley, Leo, Karangahape Road, Auckland.  
 Palmer and Fearnley, Ltd., 8-10 Darby Street, Auckland.  
 Pearce, J. W. (Merchant Tailor), 108 New Zealand Insurance Buildings, Queen Street, Auckland.  
 Peter Mack, 235 Queen Street, Auckland.  
 Pollard, A. C., 8 Khyber Pass, Newmarket, Auckland.  
 Preston and Maurice, Professional Chambers, High Street, Auckland.  
 Price's One Price Tailors, Ltd. (J. Collinson, Ltd.), 10-12 Albert Street, Auckland.  
 Roberts, E., 451 Karangahape Road, Auckland.  
 Robison Bros., N. and J. Clothing, Ltd., Lorne Street, Auckland.  
 Schneideman, N., 21 Plaza Buildings, 236 Queen Street, Auckland.  
 Shaw, R., 13 Hurstmere Road, Takapuna, Auckland.  
 Simpson, J., 18 Shorts Buildings, 154 Queen Street, Auckland.  
 Smith and Caughey, Ltd., Queen Street, Auckland.  
 Standard Coat and Costume Co., 323 Queen Street, Auckland.  
 Speir, John, 413 Dominion Road, Auckland.  
 Stan Ayers, 140 Queen Street, Auckland.  
 Todd Bros., Great South Road, Otahuhu, Auckland.  
 Tutt, G., 178-182 Symonds Street, Auckland.  
 Waterworth, J., 12 Great North Road, Grey Lynn, Auckland.  
 Wilson, H., 303 Karangahape Road, Auckland.  
 Woodbury, E. J., 91 Victoria Road, Devonport, Auckland.  
 Worthy Manufacturing Tailors, 9 Unity Buildings, Queen Street, Auckland.  
 Wright, Allan, 41 Parnell Road, Auckland.  
 Wright, Hugh, Ltd., 72-76 Queen Street, Auckland.

*Gisborne*

Alexandra and Graham, 209 Gladstone Road, Gisborne.  
 Dudfield Ltd., 39 Peel Street, Gisborne.  
 Holmes, Geo., 105 Grey Street, Gisborne.  
 Johnstone, James, 68 Gladstone Road, Gisborne.  
 Kennedy, H., 113 Gladstone Road, Gisborne.  
 Miller and Johnstone, 39 Lowe Street, Gisborne.  
 Milliship, W. H., 329 Gladstone Road, Gisborne.  
 Platten, C., 210 Gladstone Road, Gisborne.  
 Whitfield and Parker, 279 Gladstone Road, Gisborne.

*Country Districts**Hamilton—*

Bevege, Alfred, Ltd., King's Buildings, 140 Victoria Street.  
 Meltzer, S., Ltd., 167 Victoria Street.  
 Wright, Hugh, Ltd., Victoria Street.  
 Price's One Price Tailors, Ltd., Hamilton Hotel Buildings,  
 Victoria Street.

*Cambridge—*

Riley, H., Victoria Street.

*Te Puke—*

Brownlee, R., Jellicoe Street.  
 Master, B. L., Jellicoe Street.

*Huntly—*

George, W. C. E., Main Street.

*Thames—*

Danby, A., Pollen Street.  
 Muir Bros., Pollen Street.

*Kawhia—*

Oldbury, M. W.

*Matamata—*

Goodall, Clem., Broadway.

*Waihi—*

Woodell, H., Seddon Street.

*Morrinsville—*

Andrews, E. J., Studholme Street.

*Waiuku—*

Jack, A. P., Queen Street.

*Otorohanga—*

Hartley, J., Tuhoro Street.

*Whakatane—*

Jaram, H., The Strand.  
 Smythe, W., The Strand.

*Paeroa—*

Butler, H., Belmont Road.

*Dargaville—*

Hackett, J. C., Victoria Street.  
Williams, Ball and Fannon, Victoria Street.

*Papakura—*

Godden, S. H., Great South Road.

*Kaikohe—*

Leigh, A. P., Broadway.  
Vail, H. R., Broadway.

*Putaruru—*

Begbie, A., Kensington Street.

*Kaitaia—*

Dodds, A. C., Commerce Street.

*Rotorua—*

George, W. C. E., Hinemoa Street.  
Griffiths and Co., Tutanekai Street.

*Kawakawa—*

Gager, S. C., Gillies Street.

*Taumarunui—*

J. Brown, Hakiaha Street.  
Gilpin, R., Hakiaha Street.

*Ohaeawai—*

McKeown.

*Tauranga—*

Forshaw, R., Spring Street.  
Jeager, W. G., Devonport Road.

*Te Aroha—*

Cullen, J. F., Whittaker Street.  
Hallyan, F., Whittaker Street.

*Whangarei—*

Bevege, A., Ltd., Cameron Street.  
Hendy, G., Bank Street.  
Kelly, K. G. M., Cameron Street.  
Price's One Price Tailors, 29 Cameron Street.

*Te Awamutu—*

Furness, A. L., Market Street.  
Renton, H., Sloane Street.

*Te Kuiti—*

George, A. H., Rora Street.  
White, H. R., Rora 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 on the 20th day of March, 1944, and shall continue in force until the 20th day of March, 1945, 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 16th day of March, 1944.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Interpretation*

1. (a) 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 of bespoke garments.

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

(b) Nothing in this award shall apply to workers covered by the Northern Industrial District Shop Tailoresses' award, dated the 15th day of December, 1943 (recorded in 43 Book of Awards 712), or any award made in substitution therefor.

#### *Hours of Work*

2. (a) The ordinary hours of work shall not exceed forty in any one week, and shall be worked between the hours of 8 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

(b) Notwithstanding the foregoing subclause, an employer may require one worker to work not more than four hours on Saturday between the hours of 8 a.m. and noon to attend to urgent work, and time so worked shall be paid for at ordinary rates.

A weekly worker so employed shall be paid, in addition to the weekly wage, ordinary time rates assessed on an hourly basis for the time worked.

Pieceworkers shall not be employed under this subclause if weekly workers in the employ of the employer are available.

#### *Wages*

3. (a) The minimum wage for men employed on weekly wages, including pressers, shall be £5 10s. per week.

(b) No deductions shall be made from the weekly wages save for time lost through the worker's sickness or default.

(c) All wages shall be paid weekly, not later than Friday, and during working-hours.

(d) With regard to pieceworkers, the time statement attached to the award made by the Court on the 7th day of April, 1914, and recorded in 15 Book of Awards 291 (at page 302 and following pages) shall be deemed to be incorporated with and form part of this award, and shall be binding on all parties to this award. The said time statement shall, for the purpose of this award, be calculated at the rate of 1s. 10d. per hour.

(e) The following items are hereby added to the time statement referred to in subclause (d) of this clause:—

#### *Sac Coats (Extra)*

- (1) Breast cuts: One hour and a half per pair.
- (2) Pointed flaps, three points: One hour per pair.
- (3) Pointed flaps, one point: Half-hour per pair.
- (4) Braided cuffs on police tunics—1 in. mohair braid, point of cuff 6 in. from bottom of sleeve (approximately): By hand, two hours and a half extra; by machine, two hours extra.

(5) Breast cut in from scye, 5 in. long (approximately):  
One hour per pair.

(6) Link button on sac, quarter-hour extra.

Machining is to be deducted from each of these items where same is necessary.

(f) When other than weekly hands are employed at ladies' tailoring the work may be done, at the option of the employer, either at log rates or at the minimum rate of 2s. 10d. per hour by the clock.

#### *Overtime*

4. (a) All work performed beyond the hours prescribed in clause 2 hereof shall be considered overtime, and shall be paid for in accordance with the following scale—weekly hands: From 6 p.m. until 9 p.m., time and a half; thereafter, double time.

(b) Pieceworkers: From 6 p.m. to 9 p.m., 1s. 5d. per hour extra, and thereafter at 2s. 10d. per hour extra. From 6 a.m. to 8 a.m., 1s. 5d. per hour extra.

(c) All work done after 1 p.m. on the weekly half-holiday shall be paid for as follows: Weekly hands, double time; pieceworkers, 2s. 10d. per hour extra.

(d) Any time lost by a worker (whether a weekly hand or pieceworker) by default in any one week shall be made up before any overtime is payable, each week to stand by itself.

#### *Holidays*

5. (a) The following holidays shall be allowed without deduction from wages: New Year's Day, Anniversary Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anzac Day.

(b) If any of the above-mentioned holidays, except Anzac Day, falls on a Sunday, then for the purposes of this award such holiday shall be observed on the following Monday: Provided, further, that if Christmas Day falls on a Sunday, Boxing Day shall be observed on the following Tuesday.

(c) Time worked on Sunday or on any of the holidays mentioned in subclause (a) of this clause shall be paid for at the rate of double time in addition to the weekly wage.

#### *Annual Holidays*

6. (a) One holiday of one week on full pay shall be granted to each worker under this award on completion of each year of service and at a time to be mutually arranged between the employer and the worker. Such holiday shall be exclusive of the holidays specified in clause 5 hereof.

(b) A worker who has completed three months' service leaving the service of an employer shall be granted pay in lieu of the holidays mentioned in the preceding subclause in proportion to his length of service.

(c) Subclauses (a) and (b) of this clause shall not apply in the case of any worker dismissed for serious misconduct.

(d) The annual holiday may be allowed in conjunction with the Christmas and New Year holidays.

(e) Wages for the period of the annual holiday shall be paid before the worker leaves for his holiday.

#### *General Conditions*

7. (a) There shall be a fair distribution of work among all operatives in each workroom by the employer. Where there are several workrooms of the employer, the same shall be considered and included as one workroom for the purposes of this clause. During the slack season a turnboard shall be kept by the employer and the employees.

(b) Every employer shall be entitled to the fullest control over the management of his factory and to make such regulations as he deems necessary for timekeeping and good order.

(c) The rules as to "standing-time" shall be as follows: At the first try-on, when the workman has picked the coat to pieces and given it to the cutter to mark up and cut for him, if the worker is kept idle for more than twenty minutes by reason of the cutter not giving him back the coat within that time he shall be paid full time for any time over the twenty minutes during which he shall be kept idle as before mentioned.

(d) Before employing any person as a presser who is not a tailor the employer shall give notice to the union, and if no tailor is available within one week from such notice the employer may employ any other person, and thereafter shall not be obliged to discharge such person in order to replace him by a tailor.

(e) The 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 prescribed: Provided that there shall be employed on coats not less than one journeyman to every four journeywomen or apprentices or fraction of four; and in calculating the number of men actually employed on the job, pressers shall be excluded from the calculation.

*Disputes*

8. In the case of a dispute as to the interpretation of any of the clauses or provisions hereof, or of anything in the time statement, such dispute shall be referred to a joint committee consisting of two representatives of the union and two of the employers, to be appointed as occasion requires. Such representatives shall elect a chairman, who shall have a casting vote, and in default of their agreeing on a chairman, the chairman shall be the Conciliation Commissioner for the district. The interpretation adopted by such committee shall be deemed to be the proper interpretation of the award, subject to any ruling of the Court.

*Workers to be Members of Union*

9. (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*

10. (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.

#### *Increase in Rates of Remuneration*

11. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this award and shall have effect according to their tenor.

#### *Application of Award*

12. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer, who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

#### *Scope of Award*

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

#### *Term of Award*

14. This award shall come into force on the 20th day of March, 1944, and shall continue in force until the 20th day of March, 1945.

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 16th day of March, 1944.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

The weekly wage-rates have been brought into line with those already determined by the Court in Wellington, Taranaki, Canterbury, Nelson, Marlborough, and Westland Industrial Districts, and the variations constitute adjustment of anomalies which, we think, should be made having regard to the purpose of the Economic Stabilization Regulations 1942.

The logs for piecework under the several district awards in this industry differ in varying degrees.

With the increase in weekly rates it is, in our opinion, necessary that the piecework rates in this award should be adjusted to some commensurate extent. We are satisfied, from evidence and inquiries, that the increase agreed upon in Conciliation Council is commensurate with the increase awarded to the weekly workers, and that the variation is an adjustment that should be made having regard to the purpose of the regulations.

A. TYNDALL, Judge.

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