

(4438.) CANTERBURY BOOTMAKERS (RETAILERS, REPAIRERS, ETC.).—AWARD.

In the Court of Arbitration of New Zealand, Canterbury 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 Christchurch Operative Bootmakers' Society Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Boot Retail Shops.

- Aston, C., Lower High Street, Christchurch.
 Barrett, H. C., Ashburton.
 Beaumont, J., Lyttelton.
 Best, H., Montreal Street, Christchurch.
 Betts, W., Colombo Street, Christchurch.
 Bridgett, W., Rangiora.
 Brockett, F. A., Fitzgerald Avenue, Christchurch.
 Browning, L., High Street, Christchurch.
 Bunt, R. B., Bealey Avenue, Christchurch.
 Burt, H. J., Cashel Street, Christchurch.
 Button, W. J., Barbadoes Street, Christchurch.
 Canterbury Farmers' Association, Timaru.
 Chisnall and Stewart, Colombo Street, Christchurch.
 Clark, J., Fitzgerald Avenue, Christchurch.
 Colonzo, A., Barbadoes Street, Christchurch.
 Colville, D., Crescent Road, Christchurch.
 Cusack, D., Manchester Street, Christchurch.
 D.I.C., Cashel Street, Christchurch.
 Dollan, J. W., Manchester Street, Christchurch.
 Downing, Eli, Lincoln Road, Christchurch.
 Du Feu and Co., Colombo Street, Christchurch.
 Eaton, J., Antigua Street, Sydenham.
 Falconer, A., Colombo Street, Christchurch.
 Frudd, J., Opawa.
 Gough and Son, Colombo Street, Sydenham.
 Gough, C., High Street, Christchurch.
 Hannah, R., and Co., Cashel Street, Christchurch.
 Harris, W., and Co., Colombo Street, Christchurch.
 Harrison, J., Timaru.
 Hawkey and Son, Timaru.
 Hawkey, T., Timaru.
 Hill, C., Colombo Street, Sydenham.
 Hilyard and Co., Lyttelton.
 Hunnibell, T., Rangiora.
 Jacobsen, F., Colombo Street, Sydenham.
 Kearney, J., Stanmore Road, Christchurch.
 Lake, W., Colombo Street, Sydenham.
 Logie, J., Cashel Street, Christchurch.
 McFedries, D. W., Colombo Street, Sydenham.

McGruer, Davis, and Co., Timaru.
 McNamara Bros., High Street, Christchurch.
 Mellor, J., Ashburton.
 Mitchell, S., Colombo Street, Christchurch.
 Molloy, P. J., Hamilton Street, Sydenham.
 Moore, W., Ashburton.
 New Zealand Farmers' Co-operative Association, Christchurch.
 New Zealand Farmers' Co-operative Association, Rangiora.
 O'Connor, P., Ashburton.
 Orr and Co., Ashburton.
 Pannell, H., and Co., Manchester Street, Christchurch.
 Pegley, J., Manchester Street, Christchurch.
 Penrose Bros., Timaru.
 Perry, P., Armagh Street, Christchurch.
 Pillinger, A., Durham Street, Christchurch.
 Piper, W. H., Waltham Road, Christchurch.
 Quick, A., Merivale Lane, Christchurch.
 Reid, J. E., Timaru.
 Reynolds, H. W., Colombo Street, Christchurch.
 Robbins, J., Durham Street, Christchurch.
 Robinson, J. E., Manchester Street, Christchurch.
 Robinson, S., Cashel Street, Christchurch.
 Shea, D., Timaru.
 Shelton, W. E., Colombo Street, Sydenham.
 Sinclair, R., Rangiora.
 Skinner, S., Riccarton Road, Christchurch.
 Slocombe, J., Colombo Street, Sydenham.
 Smith, D., and Sons, High Street, Christchurch.
 Souter, J. W., Timaru.
 Strange and Co., High Street, Christchurch.
 Strickett, G. W., Armagh Street, Christchurch.
 Taylor, G., Lincoln Road, Christchurch.
 Thomas, G., Lincoln Road, Christchurch.
 Toombs, G., Moorhouse Avenue, Christchurch.
 Tredenick, S., Lyttelton.
 Uren, J. A., Papanui.
 Voller, T. W., Worcester Street, Christchurch.
 Whiteley, J. W., Timaru.
 Woodhard, J., Edgeware Road, Christchurch.
 Woods, T. and H., Colombo Street, Christchurch.

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, 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 1st day of August, 1916, and shall continue in force until the 31st day of July, 1918, 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 put and affixed, and the Judge of the Court hath hereunto set his hand, this 19th day of September, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Preference.

1. (a.) In all the departments affected by this award, when all things are equal, preference of employment shall be given by employers to members of the union, and preference of service shall be given by members of the union to the employers bound by this award.

(b.) When a non-unionist workman is engaged by an employer in consequence of the union being unable to supply a workman of equal ability willing to undertake the work, at any time within twelve weeks thereafter the union shall have the right to supply a man capable of performing the work, provided the workman first engaged declines to become a member of the union. This provision shall also apply to those non-union workmen already employed.

Departments.

2. These provisions shall apply to the clicking, making, finishing, and rough-stuff cutting departments, and to the repairing of every class of footwear.

Machinery and Subdivision of Labour.

3. (a.) It is the employer's right to introduce whatever machinery his business may require, and to divide or subdivide labour in any way he may deem necessary, subject to the payment of wages as hereinafter set forth.

(b.) Any system of subdivision may be used either in connection with hand or machine labour, but the employer must arrange the subdivision so that the product of each man is a separate and independent operation.

Control of Factory, &c.

4. Every employer is 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.

5. Employers shall find all grindery, paint, ink, workshops, light, and edged tools, and serve out all colours and materials used in connection with the trade.

6. (a.) All work in clicking, making, finishing, rough-stuff, repairing, and bespoke departments shall be performed in the factory or workshop where the accommodation will permit of the same. Should lack of accommodation render it necessary to give the work out it shall in all cases be performed under the conditions of this award in like manner as if the work was performed on the employer's premises.

(b.) Permits to work at home may be granted to workmen who are physically unfit to attend the factory or workshop.

(c.) Application for such permits shall be referred to one representative appointed by the employers and one representative appointed by the union. If no agreement is arrived at between the two so appointed the matter shall be referred to the Inspector of Awards for the district, and his decision shall be final.

(d.) Notice of the permit having been granted shall be sent to the secretary of the local union and to the employer concerned.

(e.) Such permit shall be for a period not exceeding six months, and after the expiration of that period shall continue in force until fourteen days' notice shall have been given to the employer of such works by the secretary of the union requiring application for a fresh permit to be made in the manner prescribed in this clause.

Division of Departments.

7. (a.) Clicking.

(b.) Making commences with the operation of pulling over uppers for lasters, stiffeners, and toe-pieces being properly prepared.

(c.) Finishing commences with the operation of edge-trimming, and ends with rubbing off heels or edges.

(d.) Rough stuff.

(e.) Repairing of any class of footwear and bespoke work.

Hours of Work.

8. The hours of work shall be between the hours of 7.30 a.m. and 12 noon and 1 p.m. and 5.30 p.m. on five days of the week, and 7.30 a.m. and 11.45 a.m. on the recognized half-holiday.

Wages.

9. (a.) Except where otherwise herein provided the minimum rate of pay to all workers within the scope of this award shall be not less than 1s. 3d. per hour.

(b.) The wage in every case is an hourly one, and a worker shall be entitled to be paid only for the time actually worked.

(c.) So long as the British Empire remains in a state of war with Germany and Austria or either of them, and for three months after the cessation of such war, there shall be paid, in addition to the rate above mentioned, a war bonus of 5 per cent. upon the said rate.

(d.) Notwithstanding the foregoing clause the said war bonus may at any time during the currency of the award be continued either wholly or partially, or may be increased or terminated as the Court, upon the application of any party to the award or of its own motion, may determine.

Piecework.

10. An employer may arrange with his workers to work on piecework at the rates set forth in the log hereinafter contained.

An employer shall not be entitled to employ time-hands and pieceworkers at the same time, and his workers must be either all time-hands or all pieceworkers.

Overtime.

11. (a.) An ordinary working-week shall consist of forty-five hours, and, subject to the special provisions hereinafter contained, any time worked beyond these hours shall be paid for at the rate of time and a quarter.

(b.) If a public holiday intervenes, or time is lost under the direction of the employer, the time thus lost shall be deducted from the forty-five hours and not from overtime.

Holidays.

12. (a.) Christmas Day, New Year's Day, Good Friday, Easter Monday, Labour Day, and the birthday of the reigning Sovereign.

(b.) When employees are required to work on any of the aforementioned days or on Sundays they shall be paid double rates.

(c.) Except in a case of breakdown of machinery, if such emergency should arise, then employees who are required to return to work on any of the aforementioned days shall do so, and shall only be entitled to ordinary rates while employed under such circumstances.

Workers Partially Employed.

13. (a.) Nothing herein contained shall restrict the right of any employer, if the slackness or exigencies of his trade shall render

it necessary, to require any section of workmen employed on any particular class of work to work for part only of any day, but a part of a day shall not be less than four hours. In such case the workman shall only be paid for such hours as he shall actually work. Each employer shall be required to provide a notice-board, placed in a conspicuous place in the factory, whereon shall be noted any time lost by the workmen. Notice to be given on the day preceding the day on which the lost time commences.

(b.) It is expected that workmen shall give notice to their employer when they desire to be absent from work, except in cases of sickness or emergency beyond their control.

(c.) The above provisions not to apply in case of breakdown or accident to machinery.

Termination of Employment.

14. Twenty-four hours' notice of the termination of the services of the worker shall be given by the employer to the worker, and by the worker to the employer.

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 may 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.) 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.

(d.) 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.

Apprentices in Making, Finishing, and Repairing Department.

16. (a.) The proportion of apprentices to journeymen in this department shall be one apprentice to four men or fraction of the first four.

(b.) The term of apprenticeship shall be five years. Indenturing in this department is not necessary.

(c.) The rate of wages shall be—First six months, 10s. per week; second six months, 12s. 6d. per week; third six months, 15s. per week; fourth six months, 17s. 6d. per week; fifth six months, £1 per week; sixth six months, £1 2s. 6d. per week; seventh six months, £1 5s. per week; eighth six months, £1 7s. 6d. per week; ninth six months, £1 10s. per week; tenth six months, £1 12s. 6d. per week.

General Clause as to Apprentices.

17. (a.) Existing arrangements with or relating to apprentices now serving with employers may continue, provided that any employer wishing any such arrangement to continue shall forward the names of his present apprentices to the Inspector of Factories within one month after the filing of this award.

(b.) In those cases where it is not required that any apprentice shall be indentured the employer shall furnish such apprentice with a certificate showing the actual time served at the branch of the trade at which the apprentice has been employed. If during the period of apprenticeship the apprentice should leave the employer, or the employer dismiss the apprentice, the employer shall in such cases give a certificate to the apprentice showing the time served and the wages paid during the period of part employment.

(c.) For the purpose of determining the proportion of boys, youths, or apprentices to journeymen a given number of men must have been employed in the factory for six months equal to two-thirds full time.

(d.) Nothing in this award shall interfere with the right of the employer to employ boys for the purpose of putting in lasts, feeding heeling-machines, or inking edges. Boys so employed shall not be permitted to do any other trade operation.

Foremen and Employers' Sons.

18. (a.) Every employer shall be entitled to one foreman in each department under the award in addition to a general foreman, subject to the following conditions: Clicking department, where three men are employed; making department, where twelve men are employed; finishing department, where eight men are employed; rough-stuff department, where three men are employed.

(b.) Foremen or employers' sons are not eligible for membership to any union of workmen, and not restricted by any clauses of this award.

Payment of Wages.

19. Each employer shall pay to each workman and apprentice employed by him all moneys due to such worker at least once in each week, and shall arrange that all workers are paid within fifteen minutes from the close of the day on which the wages are paid. Not more than one day's wage is to be retained by any employer.

Log.

20. The following is the log referred to in clause 10 of this award:—

SCHEDULE B.

	Riveted.	Pegged, M.S. or P.S.	Hand-sewn.	Pumps or Veldts.
	s. d.	s. d.	s. d.	s. d.
Men's half-sole and heel ..	2 0	2 3	2 9	3 3
Women's half-sole and heel ..	1 6	1 9	2 3	2 9
Youth's half-sole and heel ..	1 9	2 0	2 6	3 0
Children's half-sole and heel—				
4-6	0 9	1 0	1 6	1 9
7-10	1 0	1 3	1 9	2 0
11-1	1 3	1 6	2 0	2 3

Extras.—Soles grafted—men's and women's, 6d. Insoles or half-insoles—men's and women's, 6d.; children's, 3d. Soles, prick stitches—men's and women's, 6d. Lond sole to breast of heel—men's and women's, 6d. Full sole to back of heel—men's and women's, 1s.

Chrome Soling.

	Riveted.	M.S. or P.S.	Hand-sewn.
	s. d.	s. d.	s. d.
Men's	1 6	2 0	2 6
Women's and youth's	1 3	1 6	2 0

Heels: Leather—Men's, 9d.; women and children's, 6d.; 4-6, 4d. Fixed rubbers—Men's, 6d.; women and children's, 6d. Revolving rubbers—Men's, 3d.; women and children's, 3d. Revolving sunk rubbers—Men's, 6d.; women and children's, 6d. All wood heels, 6d.; with seat fitted, 9d. Quarter or half heel tips on new work, all sizes, 3d. New heels from seat, 1s. 3d.; over 1½ in., 1s. 6d. Old heels built up, 1d. per inch extra.

All toe-plates on new work: On top, 1d.; sunk, 3d.

Toe or side pieces: Sewn, 6d. to 1s.; riveted, 3d. to 6d.

New middles fitted to repairs, 3d. extra, all sizes.

All nailing or sprigging soles, 3d., all sizes.

Cutting out stuff for repairs, 1d. per pair.

Turning thigh boots: Leather, 6d.; rubber, 3d.

Turning knee boots: Leather, 3d.; rubber, 1d.

Vamps: Men's, youth's, and women's, 2s. 6d. per pair.

Caps, according to material, 6d. to 9d. per pair.

Patches: Sewn, 1d. to 6d.; solution, 6d. to 9d.

Stitching by machine: Under 1 in., 1d.; over, 3d. and to 6d.

Stitching by hand, 1d. per inch or part of an inch.

Repairing welts, 2d. for first inch and 1d. per inch thereafter.

New welts from joint to joint: Men's, 1s. 3d.; youth's and women's, 1s.

New work: Men's hand-sewn, 13s.; men's pegged on the knee, 8s.; zug, patent, E.I. kip, and coloured (extra), 1s.; riding boots (extra), 1s.; women's hand-sewn, 10s. 6d.; boot pumps, 9s.; patent, zug, coloured, and riding boots (extra), 1s.

The prices for any operations not herein provided for shall be settled by agreement in writing between the workers' union and the employers' union.

Term of Award.

21. This award shall come into force as from the 1st day of August, 1916, and shall continue in force until the 31st day of July, 1918.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 19th day of September, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

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

T. W. STRINGER, Judge.