

**(4319.) NORTHERN, TARANAKI, WELLINGTON, CANTERBURY, AND OTAGO AND SOUTHLAND MALE BOOT OPERATIVES.—AWARD.**

In the Court of Arbitration of New Zealand, Northern, Wellington, Taranaki, Canterbury, and Otago and Southland Industrial Districts. — In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the New Zealand Federated Boot Trade Industrial Association of Workers (hereinafter called “the union”) and the New Zealand Boot-manufacturers’ Association Industrial Union of Employers (hereinafter called “the employers”).

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 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 from the 5th day of June, 1916, and shall continue in force until the 5th day of June, 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 May, 1916.

T. W. STRINGER, Judge.

#### SCHEDULE.

##### *Preference of Employment.*

1. (a.) Throughout all the departments recognized by this award preference of employment shall be given by the employers to members of the New Zealand Federated Boot Trade Industrial Association of Workers, and on the part of the union preference of service shall be given to the members of the New Zealand Boot-manufacturers' Association Industrial Union of Employers, it being understood that in each case all things must be equal.

(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, rough-stuff, cutting, making, finishing, and hot-wax-thread departments.

*Machinery and Subdivision of Labour.*

3. (a.) It is the manufacturer'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.

*Materials.*

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.

*Where Work shall be performed.*

6. (a.) All work shall be performed in the factory workshop, except when permits to work at home are granted to workmen who are physically unfit to attend.

(b.) Applications for such permits shall be referred to one representative appointed by the boot-manufacturers' association 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.

(c.) Notice of the permit having been granted shall be sent to the secretary of the local union and to the secretary of the manufacturers' association within seven days after date of granting permit.

(d.) 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 worker by the secretary of the union requiring application for a fresh permit to be made in the manner prescribed by this clause.

*Division of Departments.*

7. (a.) Clicking and hot-wax-thread machining.

(b.) Rough-stuff cutting and preparing stuff for makers.

(c.) Making commences with the operation of pulling over upper for lasters.

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

#### *Hours of Work.*

8. The regular hours of work shall be between the hours of 7.30 a.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 factory 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.

#### *Unskilled Labour.*

10. (a.) When it is found that the union is unable to provide men for particular operations, and in consequence additional and inexperienced adult labour is claimed by the employer to be necessary, it shall be incumbent upon the employer to give notice in writing to the local secretary of the union that he intends to engage such labour. Seven days shall be allowed the union to find experienced labour for the work required, and failing to do so the additional labour may be engaged subject to the following conditions.

(b.) The only persons to be employed under this provision shall be "discharged soldiers," being all those persons coming within the definition of "discharged soldier" contained in section 2 of the Discharged Soldiers Act, 1915, who are incapable of efficiently working at their previous occupations by reason of disablement contracted during their respective periods of military service.

(c.) No discharged soldier shall be employed unless he shall have obtained a discharged soldier's permit as provided by the next clause hereof.

(d.) Upon application made to him by a discharged soldier any Inspector of Factories, after making inquiry as to the fitness and ability of the applicant for the employment sought, and after giving the union a reasonable opportunity of expressing its views upon the application, may in writing issue to him a "discharged soldier's permit" to be employed in the industry for such term, at such rate of wages, and upon such other conditions as he thinks fit.

(e.) Men employed under this clause shall not count in determining the proportion of apprentices until they are paid the full minimum wage.

#### *Overtime.*

11. (a.) An ordinary working-week shall consist of forty-five hours. 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 the 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 above-mentioned holidays 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 above-mentioned holidays 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 cases 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 to be lost by the workmen. Notice to be given on the day preceding the day on which the lost time commences.

(b.) 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 shall not 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 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 Factories 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.

*Apprentices.*

16. An "apprentice" means any male who is duly apprenticed to an employer for any time not less than four years or more than five years, either by agreement or, if by indentures, in the form prescribed by law, and containing a covenant on the part of the employer to pay him wages and to teach him at least one of the following functions or processes during the term of such agreement or indentures:—

- (i.) Clicking (agreement or indentures).
- (ii.) Rough-stuff cutting and preparing bottom stuff for makers (agreement or indentures).

- (iii.) Making (agreement or indentures)—
- (a.) Pulling over by hand or machine, and laying stuff on welts and machine-sewn; or
  - (b.) First and second lasting of pumps, pulling over by hand, and laying stuff for machine-sewn or welts; or
  - (c.) First and second lasting of pumps, and operating pump-sewing machine; or
  - (d.) In pegged, riveted, and screwed work, pulling over, laying stuff, and pegging, riveting, and nailing when done by hand; or
  - (e.) Making machine-sewn right through by hand; or
  - (f.) Lasting-machine and pulling over and laying stuff by hand; or
  - (g.) Sole-sewing (Blake) machine, and pulling over and laying stuff by hand or machine; or
  - (h.) Any three of the following machines, to be named in the agreement or indentures: Screwer, sole-sewer (Blake), nailer, pegger, and riveter; or
  - (i.) Heeler, slugger, bottom-levelling machine, channel-closer; or
  - (j.) Welt-sewer, sole-stitcher, and channelers.
- (iv.) Finishing (agreement or indentures)—
- (a.) Finishing right through by hand; or
  - (b.) Heel and edge trimmer, and any other two machines; or
  - (c.) Edge-trimmer and edge-setter, and any other two machines.

All the above operations by hand or machine are to be carried out in the employer's method when not otherwise specified.

17. No boy not bound by agreement or by indentures shall be employed or retained in employment unless—

- (a.) On probation for a period not exceeding three months with first employer, or one month with any subsequent employer, or after three probationary periods; or
- (b.) Unless employed at other work such as errands, sweeping or cleaning factory, last-carrying, sorting, heel-nail feeding, inking edges. Boys may be employed at such work without any restriction as to wages or other conditions.

18. The number of apprentices who may be in the employment of an employer at any one time shall not exceed one apprentice to every three journeymen in the same department at that time or within the preceding six months.

19. The minimum wage to be paid to apprentices per week of forty-five hours shall not be less than the following rates: First six months' experience, 10s. per week; second six months' experience, 12s. 6d. per week; third six months' experience, 15s. per week; fourth six months' experience, 17s. 6d. per week; fifth six months' experience, £1 per week; sixth six months' experience, £1

2s. 6d. per week; seventh six months' experience, £1 5s. per week; eighth six months' experience, £1 7s. 6d. per week; ninth six months' experience, £1 10s. per week; tenth six months' experience, £1 12s. 6d. per week. "Experience" of this class means actual experience as an apprentice or otherwise in any one or more of the operations provided for in paragraphs (i), (ii), and (iii) of clause 16.

(a.) An employer taking an apprentice to learn a branch of the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and the obligation of the apprentice to serve his employer shall be deemed to be a duty enforceable under this award.

(b.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate showing that he has served his apprenticeship, except in the case of those apprentices who have been indentured, and in such cases the employer shall deliver to the apprentice his deed of 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 him a certificate for the time served and procure him 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 him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligations of the original employer: Provided that it shall not be obligatory upon the employer to find his apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate for the time actually served.

(c.) An employer taking an apprentice shall give notice thereof and the name of the apprentice to the Inspector of Factories within one month after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one month thereof give notice of such transfer to such Inspector.

(d.) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(e.) When an apprentice is discharged for cause the employer shall send notice of the discharge and of the cause thereof to the Inspector of Factories.

(f.) Existing legal arrangements with or relating to apprentices now serving any employer may continue, provided that any employer wishing them to continue shall forward the names of his present apprentices to the Inspector of Factories within one calendar month after the filing of this award, but an apprentice now serving under verbal agreement shall be deemed an apprentice under this clause.



(g.) No deduction shall be made from the wages of any apprentice except for time lost through the worker's illness or default, or cleaning the factory, or the repairing of machinery.

*Foremen and Employer's Sons.*

20. (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 employer's sons are not eligible for membership to any union of workmen, and are not affected by any of the provisions of this award.

*Payment of Wages.*

21. Each employer shall pay to each workman and apprentice employed by him all moneys due to such workman or apprentice at least once in each week. The employers must arrange that all men are paid within five minutes from the close of the day on which the wages are paid, and within twenty-four hours of the closing of the week.

*Copy of Award to be posted up.*

22. Every employer shall permit a copy of the conditions of labour to be posted in an accessible place in the workroom of each department.

*Enforcement of Award in Different Districts.*

23. Notwithstanding any point arising out of previous clauses of this award it shall be the right of any union in the federation to take proceedings for the enforcement of the award in their own industrial district and without reference to the executive.

*Industrial Agreements.*

24. No industrial agreement or other instrument shall be executed between the New Zealand Boot Trade Association Industrial Union of Employers and non-unionists, or between the New Zealand Federated Boot Trade Industrial Union of Workers and non-union employers, without first intimating in writing to the parties to this award their intention to do so, whether such industrial agreement or other instrument deals with matters arising out of this award or in addition thereto.

*Scope of Award.*

25. This award shall bind all unions, also all members of the said industrial association of workmen, and every employer mem-

ber of the said industrial union of employers, in the industrial districts hereinafter named—viz., Northern Industrial District, Wellington, Canterbury, Otago and Southland, and Taranaki Industrial Districts—and a duplicate of this award shall be filed in the offices of the Clerks of Awards at Auckland, Wellington, Christchurch, Dunedin, and New Plymouth.

*Term of Award.*

26. This award shall come into force on the 5th day of June, 1916, and shall continue in force until the 5th day of June, 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 May, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

The parties to this dispute arrived at a complete agreement before the Conciliation Council, except as to the minimum rate of wages, which was referred to the Court.

It was admitted at the hearing that the journeymen in this industry are skilled workers, although the skill required is not of the highest order, and the Court would have been glad, if it had been practicable, to have raised the minimum wage to something like an equality with other skilled trades. In face, however, of the evidence adduced as to the conditions affecting the industry, and particularly the competition which it has to maintain with imported articles, this was found to be impossible. In the result the Court arrived at the conclusion that the increase to 1s. 3d. per hour which was offered by the employers was, in the circumstances, fair and reasonable, and has therefore been adopted by the Court and embodied in the award. It is to be observed that the statistics produced at the hearing show that this is the highest average wage paid to the workers in this industry in any part of the world. The Court, however, is of opinion that the diminished importations due to the excessive freights and other charges arising from war conditions has placed the industry in the Dominion in an exceptionally favourable position for the time being, and thinks therefore that it is reasonable, in addition to the permanent increase in the minimum wage, that the workers should receive some further consideration. The Court therefore has granted them a war bonus of 5 per cent.

At the hearing the employers asked that some special provisions should be inserted in the award to permit of the employment of unskilled labour if, in consequence of the depletion of skilled workers by enlistment or otherwise, it was impossible after a reasonable interval of time to procure skilled workers to fill such vacancies as might occur. The Court was reluctant to facilitate

the admission of unskilled workers into a skilled trade, which might lead to grave abuse, but after careful consideration it determined by a majority to make, and has made, special provisions enabling returned soldiers to be employed under certain safeguards, and only in the event of the union being unable to provide skilled workers for the purpose required.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (*d*), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.

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