

(8164.) NORTHERN, TARANAKI, WELLINGTON, CANTERBURY, AND OTAGO AND SOUTHLAND INDUSTRIAL DISTRICTS FEMALE BOOT OPERATIVES.—AWARD. *

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

In the Court of Arbitration of New Zealand, Wellington 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 New Zealand Federated Boot Trade Industrial Association of Workers (hereinafter called “the union”) and the undermentioned association, persons, firms, and companies (hereinafter called “the employers”):—

The New Zealand Boot-manufacturers' Association Industrial Union of Employers.

Auckland Sandal Company, England Street, Ponsonby, Auckland.

Bailey and Son, Boot-manufacturers, Paget Street, Auckland.

Bates and Livingstone, Boot-manufacturers, Hanson Street, Newtown.

Bray, J., Boot-manufacturer, Great North Road, Grey Lynn, Auckland.

Bridgens, E. G., Boot-manufacturer, Pitt Street, Auckland.

Bridgens, E. G., Boot-manufacturer, Prospect Terrace, Dominion Road, Auckland.

Browne, M. H., and Co., Boot-manufacturers, Wakefield Street, Auckland.

Buck, H., Boot-manufacturer, Riddiford Street, Wellington.

Carder, J., Boot-manufacturer, Williamson Avenue, Ponsonby, Auckland.

Chitty, G., and Co., Albert Boot-factory, Albert Street, Auckland.

- Coldicutt, A. (Onehunga Boot-factory), Queen Street, Onehunga.
- Coronno, D., Boot-manufacturer, Jessie Street, Wellington.
- Crocker, J., Boot-manufacturer, Wallace Street, Ponsonby, Auckland.
- Crockett, H., Boot-manufacturer, South Street, Newton, Auckland.
- Davenport, —, Heel-builder, Egmont Street, Wellington.
- Egmont Shoe Company, Boot-manufacturers, New Plymouth.
- Empire Boot Company, Boot-manufacturers, Antigua Street, Christchurch.
- Gilbert, Mrs. A., Boot-upper Manufacturer, Kingston Street, Auckland.
- Giles, P., Boot-manufacturer, Hobson Street, Auckland.
- Goodwill and Ashworth, Boot-manufacturers, 161A Symonds Street, Auckland.
- Goodwill, J., Boot-manufacturer, 420 New North Road, Auckland.
- Guisse and Co., Boot-manufacturers, Tory Street, Wellington.
- Hannah, R., and Co., Boot-manufacturers, Leeds Street, Wellington.
- Henry, G., Boot-manufacturer, Ponsonby Road, Auckland.
- Jones, H., Boot-manufacturer, France Street, Auckland.
- Kelly, F., Boot-manufacturer, Pitt Street, Auckland.
- King, J., Boot-manufacturer, Karangahape Road, Auckland.
- Kingsland and Co., Boot-manufacturers, Invercargill.
- Lauder, T. G., Boot-manufacturer, Queen Street, Onehunga.
- Mason, C., Boot-manufacturer, Leighton Street, Auckland.
- Monk, W., Boot-manufacturer, Ruskin Road, Parnell.
- Oughton, W., Boot-upper Machinist, Great North Road, Auckland.
- Shaw, Mrs. A., Boot-upper Manufacturer, Beresford Street, Auckland.
- Staples and Co., Boot-machinists, Lorne Street, Auckland.
- Staples Bros., Boot-manufacturers, Cleveland Street, Brooklyn, Wellington.
- Stone, S., and Co., Boot-manufacturers, Queen and Darby Streets, Auckland.
- Tremain, E. and A., Boot-manufacturers, 107 Ponsonby Road, Auckland.

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 20th day of April, 1925, and shall continue in force until the 20th day of April, 1927, and thereafter as provided by subsection (1) (a) 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 2nd day of April, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Preference of Employment.

1. (a.) Throughout all departments recognized by this award preference of employment shall be given by employers to members of the Female Section of the Federated Boot Trade Industrial Association of Workers, and on the part of the union preference of service shall be given to members of the employers' union.

(b.) When a non-unionist is engaged by an employer in consequence of the union being unable to supply a worker of equal ability willing to undertake the work, at any time within twelve weeks thereafter the union shall have the right to supply a worker equally capable of performing the work provided the worker first engaged declines to become a member of the union. This provision shall also apply to those non-unionists already employed. The manufacturers will not in any shape or form interfere or stop an employee from obtaining employment with any other manufacturer.

Machinery and Subdivision of Labour.

2. (a.) Subject to the provisions of this award, any employer may introduce whatever machinery his business may require, and may divide or subdivide labour in any way he may deem necessary.

(b.) Subject as aforesaid, any employer may adopt any subdivision he may choose in connection either with hand labour or with machine labour, but such subdivision must be so arranged that the labour of each worker shall be a separate and independent operation.

Control of Factory.

3. Every employer is entitled to make such regulations as he deems necessary for time-keeping and good order.

Where Work shall be performed.

4. (a.) All work shall be performed in the factory workshop, except as hereinafter provided.

(b.) A committee consisting of three representatives of employers and three representatives of the union parties to this award, and known as the Advisory Committee, shall be set up in each industrial district to deal with all applications for permits to work at home.

(c.) Permits to work at home shall be granted by the committee in all cases where, in the opinion of the committee, good and sufficient reasons are shown.

(d.) No resolution of the committee shall be carried unless a majority of the representatives of each side are in agreement.

(e.) Notice of the granting of a permit by the committee shall be sent by the secretary of the committee to the Inspector of Awards, the secretary of the local union, and the secretary of the Manufacturers' Association, within seven days from the date of issue.

Hours of Work.

5. (a.) Forty-four hours shall constitute a week's work—eight hours to be worked on five working-days of the week, between the hours of 7.30 a.m. and 5.30 p.m., and four hours on Saturdays, between 7.30 a.m. and noon.

(b.) Where mutually agreed upon between an employer and his workers the forty-four hours may be spread over five days of the week.

Piecework.

6. Any employer bound by this award shall be at liberty to agree with a worker on a system of piecework or bonus payment, provided that any such agreement shall be in writing, clearly setting out the system of payment, and provided also that no worker shall receive less than the minimum rate of wages provided herein.

Materials.

7. Employers shall provide all workshops, tools of trade, materials, and light.

Wages.

8. (a.) Except where otherwise provided, the minimum wage for females working at the boot and shoe industry, and having served five years and upwards, shall be £2 8s. 6d. per week, computed by the hour.

(b.) For hot-wax-thread machinists, £2 16s. per week; and if not worked continuously for that period, to be paid per hour at the same rate.

(c.) Any time lost through the default of the worker, or by reason of the breakdown or accident to any of the machinery used by the employer, shall be deducted from her wages at the same rate per hour as she receives for her services.

Overtime.

9. (a.) All time worked in excess of the hours specified in clause 5 hereof shall be paid for at the rate of time and a half for the first four hours and thereafter double time.

(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-four hours and not from the overtime.

Holidays.

10. (a.) The recognized holidays shall be Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, annual picnic day if held on Saturday and instituted by either association or branches thereof, and Sovereign's Birthday.

(b.) When employees are required to work on any of the above-mentioned holidays or on Sundays they shall be paid double rates.

Termination of Employment.

11. 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.

12. (a.) Any worker who through old age or permanent disability is 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 to the secretary of the union, who shall forward such application to the committee set up under clause 4.

(b.) Such permit shall be for such period, not exceeding six months, as the committee 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 fixed in the manner prescribed by this clause.

(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.

Assistants.

13. (a.) The word "assistants" shall mean and include any female who has not been employed for more than five years at the trade.

(b.) Every female worker employed as an assistant shall serve a period of five years at the trade operations in connection with either the machining, fitting, or cleaning departments before being entitled to rank as a journeywoman.

(c.) Should an employer wish for any reason to dispense with the services of an assistant he shall give her a certificate for the time actually served by her as an assistant at any branch of the trade. Such certificate shall entitle the assistant to payment by any future employer of the wages herein provided for assistants according to the time actually served by her at the branch of the trade in which she shall thereafter be employed.

(d.) Every employer who engages an assistant shall be deemed to have undertaken the duty during the time she is so employed of teaching such assistant the branch of the trade at which she is employed as carried on by the employer, which duty shall be enforceable under this award.

The following shall be the minimum rate of wages for assistants :—

				Per Week.		
				£	s.	d.
First year	0	15 0
Second year	1	0 0
Third year	1	5 0
Fourth year	1	10 0
Fifth year	1	15 0

Where an assistant is employed on hot-wax-thread machines she shall receive an addition of 10 per centum to the above rates.

(e.) Except where otherwise provided herein, all the provisions of the Factories Act, 1921-22, relating to the employment of females shall apply to assistants.

(f.) No deduction shall be made from the wages of any assistant except for time lost through the worker's illness or default (with or without the consent of the employer).

Overseers.

14. Where there are six or more females employed every employer shall be entitled to one foreman or forewoman, who shall not be eligible for membership of any union of workers, neither shall they be restricted by any clause of this award.

Disputes Committee.

15. The Advisory Committee set up under clause 4 hereof shall be a Disputes Committee under this award. If any dispute or difference

shall arise between any employer and any union concerning any matter arising out of this award and not specifically dealt with therein, such committee shall be empowered to decide the same, and its decision shall be binding: Provided that either party, if dissatisfied with the decision of such committee, shall have the right within fourteen days after notification of such decision to appeal to the Court against such decision.

Payment of Wages.

16. Wages shall be paid weekly within working-hours, and within twenty-four hours of the close of the pay period.

Copy of Award to be posted up.

17. Every employer shall, during the continuance of this award, keep a copy thereof posted up in every workroom of every department in a position suitable for reading at all reasonable times by his employees.

Enforcement of Award in Different Districts.

18. Notwithstanding anything contained in this award, it shall be competent for any union in the Federation to take proceedings for the enforcement of the award in its own industrial district and without reference to the executive of the Federation.

Industrial Agreements.

19. No industrial agreement or other instrument shall be executed between the New Zealand Boot Trade Association Industrial Union of Employers and non-union workers, or between the New Zealand Federated Boot Trade Industrial Association of Workers and non-union employers, whether the matters dealt with in such agreement or instrument come within the scope of this award or not, unless written notice of intention to execute such agreement or instrument shall have been given by the employers or the association, as the case may be, to the other party to this award.

Scope of Award.

20. This award shall operate throughout the Northern, Taranaki, Wellington, Canterbury, and Otago and Southland Industrial Districts.

Term of Award.

21. This award shall come into force on the 20th day of April, 1925, and shall continue in force until the 20th day of April, 1927.

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 2nd day of April, 1925.

[L.S.]

F. V. FRAZER, Judge.