

(8165.) NORTHERN, TARANAKI, WELLINGTON, CANTERBURY, AND OTAGO AND SOUTHLAND INDUSTRIAL DISTRICTS MALE 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.

Guise 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) (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 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 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.

(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 equally 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. The manufacturers will not in any shape or form interfere or stop an employee from obtaining employment with any other employer.

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 with either 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.

Division into Departments.

3. (a.) The provisions of this award shall apply to clicking, rough-stuff-cutting, making, finishing, and hot-wax-thread machining.

(b.) Work in factories shall be subdivided into the following departments:—

(1.) Clicking and hot-wax-thread machining.

(2.) Rough-stuff-cutting and preparing bottom stuff for makers.

- (3.) Making. "Making" commences with the operation of tacking on the inner sole ready for the operation of pulling over uppers for lasters, and includes all operations prior to finishing.
- (4.) Finishing. "Finishing" commences with the operation of heel and edge trimming, and ends with rubbing off heels, bottoms, or edges.

Piecework.

4. 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.

Control of Factory.

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

Where Work shall be performed.

6. (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 reason is 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 of the date of issue.

Materials.

7. 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.

Hours of Work.

8. (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 on Saturdays four hours, between 7.30 a.m. and noon.

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

Wages.

9. (a.) Except where otherwise herein provided, the minimum rate of pay to all workers coming within the scope of this award shall be not less than 1s. 11¼d. 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.) Wages shall be paid weekly within working-hours, and within twenty-four hours of the close of the pay period.

Overtime.

10. (a.) All time worked in excess of the hours specified in clause 8 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.

11. (a.) The following shall be the recognized holidays : 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 the 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.

12. 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.

13. (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 6.

(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.

Employment of Boys.

14. No boy unless bound by agreement or indentures shall be employed or retained in employment except—(a) On probation for a period not exceeding three months with first employer, or one month with any subsequent employer, or other three probationary periods; or (b) employed at other work, such as errands, sweeping or cleaning factory, putting in lasts, cementing channels, cork-filling, last-carrying, sorting, heel-nail feeding, and inking edges. Boys may be employed at such work without any restriction as to wages or other conditions.

Foremen and Employers' Sons.

15. (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 two men are employed; making department, where nine men are employed; finishing department, where five men are employed; rough-stuff department, where three men are employed. In the aforementioned numbers the foreman may be included.

(b.) Foremen or employers' sons are not eligible for membership in any union of workmen, and are not affected by any of the provisions of this award.

Copy of Award to be posted up.

16. 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.

17. Notwithstanding any point arising out of the 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 its own industrial district and without reference to the executive of the Federation.

Industrial Agreements.

18. 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.

Disputes Committee.

19. The Advisory Committee set up under clause 6 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.

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.

MEMORANDUM.

The Court has dealt with a number of clauses in dispute. There is nothing of importance in the dispute that differs materially from the case presented on former occasions, and, beyond adjusting wages in accordance with the movement in the cost of living and providing for piecework, we have left the award as it stood. In regard to systems of piecework and bonus payment, we have acceded to the application of the union to have the matter settled on a definite basis. We have done this because of what appeared to be well-grounded complaints regarding the lack of definiteness in the systems at present in operation.

[L.S.]

F. V. FRAZER, Judge.

(8166.) NORTHERN, WELLINGTON, CANTERBURY, AND OTAGO AND SOUTHLAND INDUSTRIAL DISTRICTS COACHWORKERS.—AWARD.

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

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 Coachworkers and Wheelwrights' Industrial Association of Workers (hereinafter called "the union") and the undermentioned association, persons, firms, and companies (hereinafter called "the employers") :—

The New Zealand Coach and Motor-body Builders' Industrial Association of Employers.

Northern Industrial District.

Auckland Provincial Coachbuilders and Wheelwrights' Industrial Union of Employers, Empire Buildings, Swanson Street, Auckland.

South Auckland District Coachbuilders, Blacksmiths, and Farriers' Industrial Union of Employers, Hamilton.