

(10327.) NORTHERN, TARANAKI, WELLINGTON, CANTERBURY, AND
OTAGO AND SOUTHLAND BOOT OPERATIVES.—AWARD.

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

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; and in the matter of an industrial dispute between the New Zealand Boot Manufacturers' Industrial Union of Employers and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Adams, W., Boot-manufacturer, Adelaide Road, Wellington

Akast, H., Boot-manufacturer, 4 Willow Street, Ponsonby, Auckland

Anderson, S., and Son, Boot-manufacturers, Antigua Street, Christchurch

Auckland Sandal Co., 12 England Street, Ponsonby, Auckland.
 Bailey, E., and Son, Boot-manufacturers, 8 Paget Street, Ponsonby
 Barker, Smith, and Lynch, Boot-manufacturers, Newton Road, Auckland
 Bridgens, E., and Co., Ltd., New North Road, Auckland
 Brunson, W., Boot-manufacturer, Taranaki Street, Wellington
 Burnett, H. Jones, Boot-manufacturer, France Street, Auckland
 Canterbury Co-operative Boot Co., Timaru
 Carder, J., Boot-manufacturer, Williamson Avenue, Ponsonby
 Central Boot Co., The, Boot-manufacturers, Majoribanks Street, Wellington
 Coldicutt, A., Onehunga Boot-factory, Queen Street, Onehunga
 Clark, Purdy, and Co., Nelson Street, Auckland
 Coles, G. A., and Co., Ltd., Eden Terrace, Auckland
 Crocker, B., and Co., Queen Street, Auckland
 Crocker, E. and F., Boot-manufacturers, 334 Queen Street, Auckland
 Crocker, J., Boot-manufacturer, Wallace Street, Ponsonby
 Crockett Shoe Co., 16 South Street, Newton, Auckland
 Davenport, T., Heel-manufacturer, Taranaki Street, Wellington
 Dearsleys Ltd., 7 Nugent Street, Auckland
 De la Cour, P. J., and Son, Gloucester Street, Christchurch
 Dodds, F., and Sons, Boot-manufacturers, Royal Oak, Onehunga
 Donaldson, S., Boot-manufacturer, Khyber Pass Road, Newmarket
 Duckworth, Turner, and Co., Boot-manufacturers, Christchurch
 Dunedin and Otago Boot Co., Castle Street, Dunedin
 Enterprise Boot-manufacturing Co., P.O. Box 965, Christchurch
 Equity Boot Co., Vivian Street, Wellington
 Evans, A. M., Boot-manufacturer, Papanui Road, Christchurch
 Farmers' Trading Co., Newton Place, Karangahape Road, Auckland
 Frame, J. B., and Co., Hanover Street, Dunedin
 Giles, P., Boot-manufacturer, Hobson Street, Auckland
 Guise and Co., Boot-manufacturers, Tasman Street, Wellington
 Hannah, R., and Co., Boot-manufacturers, Leeds Street, Wellington
 Henry, G., Boot-manufacturer, Ponsonby Road, Auckland
 Ideal Shoe Co., The, Boot-manufacturers, Riddiford Street, Wellington
 Jones, B., France Street, Auckland
 Kelly, Corp., Boot-manufacturer, Pitt Street, Auckland
 Kelly and Rattray, Belgium Street, Auckland
 Kibby, G. C., Boot-manufacturer, Devon Street, New Plymouth
 Kingsland's Ltd., Boot-manufacturers, Invercargill
 Lindsay, J., Boot-manufacturer, Richmond Avenue, Grey Lynn
 Livingstone, W. S., and Co., Ltd., Hansen Street, Wellington
 Lonergan, J., Boot-manufacturer, Great North Road, Grey Lynn
 Mason, C., Boot-manufacturer, Leighton Street, Grey Lynn
 McKinlay and Sons, Ltd., Filleul Street, Dunedin
 Modern Shoe Co., 69 Federal Street, Auckland
 Monks and Son, W., 10 Ruskin Street, Parnell, Auckland
 Moore, J. W., and Son, Ltd., 12 Commercial Road, Kingsland, Auckland
 Mudford, H., Boot-manufacturer, Great North Road, Grey Lynn
 Murray Shoe Co., Crumner Road, Grey Lynn
 Northampton Boot Co., 6 Korari Street, Eden Terrace, Auckland
 O'Brien, M., and Co., Ltd., Christchurch
 Oughton, W., Boot-upper Manufacturer, Newton Road, Grey Lynn
 Pannell and Co., Boot-manufacturers, 105 Manchester Street, Christchurch
 Randall, J., Boot-manufacturer, Queen Street, Onehunga
 Ross and Glendinning, High Street, Dunedin
 Sargood, Son, and Ewen, Lower High Street, Dunedin
 Shaw, Mrs. A., Boot-upper Machinist, Beresford Street, Auckland
 Simonsen, F. C., Clog-manufacturer, Filleul Street, Dunedin
 Staples and Hardy, Boot-machinists, Yelverton Terrace, Auckland
 Staples Bros., Boot-manufacturers, Cleveland Street, Wellington

Stone, S., and Co., Boot-manufacturers, corner Queen and Darby Streets,
Auckland
Suckling Bros., Ltd., P.O. Box 358, Christchurch
Swinton and Oates, 16 South Street, Auckland
Thompson, John, Ltd., 26 Station Street, Dunedin
Tremain, E. and A., Boot-manufacturers, 107 Ponsonby Road, Auckland
Trenwith Bros., Wakefield Street, Auckland

and

The New Zealand Federated Boot Trade Industrial Association of
Workers, Trades Hall, Auckland (hereinafter called "the union").

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 4th day of November, 1932, and shall continue in force until the 4th day of November, 1933, 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 26th day of October, 1932.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

MALE SECTION.

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 shall not in any shape or form interfere or stop an employee from obtaining employment with any other employer.

Machinery and Subdivision of Labour.

2. 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, 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, hot-wax-thread machining, and cleaning.

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

- (1) Clicking and hot-wax-thread machining.
- (2) Rough-stuff-cutting, preparing stuff for makers, and includes all operations prior to making.
- (3) Making: Commencing with tacking on insoles, 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.
- (5) Cleaning: To include only the operation of automatic treeing-machines when performed by male workers.

Piecework.

4. (a) 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.

(b) A copy of every such agreement and every amendment or variation thereof shall be given by the employer to the worker immediately after its execution.

Control of Factory.

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

Materials.

6. 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.

7. 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 6 p.m., and on Saturdays four hours, between 7.30 a.m. and noon.

Wages.

8. (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. 9 $\frac{3}{4}$ d. per hour.

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

(c) Wages shall be paid on or before Friday in each week, and within working-hours.

Overtime and Holidays.

9. (a) All time worked in excess of the hours mentioned in clause 7 shall be paid for at the rate of time and a quarter for the first two hours and thereafter at the rate of time and a half, provided that this rate be confined to a period of thirteen weeks in any one year, in addition to subclause (b) of this clause.

(b) Notwithstanding anything in subclause (a) of this clause, any employer may work any worker forty-seven hours in any one week, for a period of not more than thirteen weeks in any one year, without payment of overtime.

(c) The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, and Sovereign's Birthday.

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

Intermittent Time.

10. Where operatives attend at the factory, work shall be found for them for at least one half-day, except when short time is being worked, and in that case the operatives shall be informed overnight if their services will not be required on the next working-day, and shall be informed before the midday interval if they will not be required to attend in the afternoon. If no such intimation is given, and the operatives attend at a factory, work shall be found for them for a period of not less than four hours in the morning and three hours in the afternoon, or they shall be paid for the four hours or three hours respectively at not less than the minimum-wage rate. This clause shall not apply in the case of machinery breaking down in any factory after the operatives have entered.

An employer who is unable to keep his hands fully employed shall place no obstacle in the way of his employees working for another employer in ordinary working-hours to make up their time to forty-four hours per week so long as the work of the first employer is not in any way impeded thereby.

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 or 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 19.

(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 again 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.

Foremen and Employers' Sons.

13. (a) Every employer shall be entitled to one foreman in each department under this award in addition to a general foreman, subject to the following conditions: Clicking department, where two men are

employed; making department, where eight men are employed; finishing department, where four 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 of any union of workmen, and are not affected by any of the provisions of this award.

(c) For the purpose of this clause a pattern-cutter shall rank as a foreman, but shall not do any work at the cutting of material.

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, buffing inner soles, feathering in-soles and out-soles, tacking on in-soles, putting in stiffeners and toe-puffs, opening and closing channels, putting in lasts, cementing, bottom-filling, shanking, last-carrying, sorting, heel-building, heel-nail feeding, inking edges, inking and colouring (one colour only), and rubbing off heels, bottoms, and edges. Boys may be employed at such work without any restriction as to wages or other conditions.

Copy of Award to be posted up.

15. 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.

Access to Workshops.

16. With the consent of the employer first obtained, the secretary or other representative of the union shall during the working-hours have reasonable access to the factories or workshops where workers are employed.

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.

Advisory and Disputes Committee.

19. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award or any of them, as to any matter whatsoever arising out of or connected therewith, and not specially dealt with in this award, every such dispute or difference shall be referred to a committee in the industrial district in which the dispute arises, each committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing. Should a question arise as to where work shall be performed, the same shall be decided by the committee mentioned herein. This clause shall also apply to the female section of this award.

FEMALE SECTION.

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 shall not in any shape or form interfere or stop an employee from obtaining employment with any other manufacturer.

Machinery and Subdivision of Labour.

2. 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, 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 shall be entitled to make such regulations as he deems necessary for time-keeping and good order.

Piecework.

4. (a) 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.

(b) A copy of every such agreement and every amendment or variation thereof shall be given by the employer to the worker immediately after its execution.

Hours of Work.

5. 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.

Wages.

6. (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 4s. per week, computed on a basis of 1s. per hour.

(b) For hot-wax-thread machinists, £2 10s. per week; and if not worked continuously for the 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.

(d) Wages shall be paid on or before Friday in each week and during working-hours.

Intermittent Time.

7. Where operatives attend at the factory, work shall be found for them for at least one half-day, except when short time is being worked, and in that case the operatives shall be informed overnight if their services will not be required on the next working-day, and shall be informed before the midday interval if they will not be required to attend in the afternoon. If no such intimation is given, and the operatives attend at a factory, work shall be found for them for a period of not less than four hours in the morning and three hours in the afternoon, or they shall be paid for the four hours or three hours

respectively at not less than the minimum-wage rate. This clause shall not apply in the case of machinery breaking down in any factory after the operatives have entered.

An employer who is unable to keep his hands fully employed shall place no obstacle in the way of his employees working for another employer in ordinary working-hours to make up their time to forty-four hours per week so long as the work of the first employer is not in any way impeded thereby.

Materials.

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

Overtime and Holidays.

9. (a) All time worked in excess of the hours mentioned in clause 5 shall be paid for at the rate of time and a quarter for the first four hours and thereafter at the rate of time and a half, provided that this rate be confined to a period of thirteen weeks in any one year in addition to subclause (b) of this clause.

(b) Notwithstanding anything in subclause (a) of this clause, any employer may work any worker forty-five hours in any one week for a period of not more than thirteen weeks in any one year, without payment of overtime.

(c) The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, and Sovereign's Birthday.

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

Under-rate Workers.

10. (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 19.

(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 her to have her wage again 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.

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 or by the worker to the employer.

Assistants.

12. (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.

(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). The provisions of clause 7 shall not apply to assistants.

(g) The following shall be the minimum rates of wages for assistants:—

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

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

(h) The female assistants at present employed shall be paid not less than the rates provided for in the Northern, Taranaki, Wellington, Canterbury, and Otago and Southland Boot Operatives' award dated 13th day of September, 1930, and are excluded from the operation of the general order of the Court of Arbitration dated the 29th May, 1931, made under the provisions of the Finance Act, 1931.

Overseers.

13. Where there are five 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.

Copy of Award to be posted up.

14. 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.

15. 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.

16. 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.

GENERAL.—APPLYING TO BOTH SECTIONS.

Scope of Award.

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

Term of Award.

2. This award shall come into force on the 4th day of November, 1932, and shall continue in force until the 4th day of November, 1933.

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 26th day of October, 1932.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court was the term of the award. In all other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

[L.S.]

F. V. FRAZER, Judge.