

**NORTHERN, WELLINGTON, CANTERBURY, AND OTAGO AND
SOUTHLAND FOOTWEAR-MANUFACTURING EMPLOYEES.—
AWARD**

[Filed in the Office of the Clerk of Awards, Dunedin.]

In the Court of Arbitration of New Zealand, Northern, 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 Federated Footwear Trade Industrial Association of Workers (hereinafter called "the union") and the undermentioned union, persons, firms, and companies (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT

Bosnick, Matthew, and Co., Karangahape Road, Auckland.
 Bridgens, E., and Co., Ltd., 238 New North Road, Auckland.
 Coles, G. A., and Co., Ltd., Eden Terrace, Auckland.
 Crocker, J., Boot-manufacturer, Prospect Terrace, Ponsonby, Auckland.
 Daisley, A., Boot-manufacturer, 331 Mount Albert Road, Auckland.
 Dearsly's Ltd., 7 Nugent Street, Auckland.
 Edwards, J., and Son, Wood Heel and Last Manufacturers, 31 Union Street, Auckland.
 Farmers' Trading Co., Ltd., Newton Place, Karangahape Road, Auckland.
 Frith and Co., 291 New North Road, Auckland.
 Hardy, G., 32 Cook Street, Auckland.
 Lee and Arlington, Wood-heel Manufacturer, Luke Street, Otahuhu, Auckland.
 Mason, C., Boot-manufacturer, 347 New North Road, Auckland.
 Modern Shoe Co., Hobson Street, Auckland.
 Monk, W., and Son, 10 Ruskin Street, Parnell, Auckland.
 Murray Shoe Co., Crummer Road, Grey Lynn, Auckland.
 Myrl Shoes, Reliance Buildings, Albert Street, Auckland.
 Northampton Boot Co., 6 Korari Street, Eden Terrace, Auckland.
 Parisian Basket Shoes, Lorne Street, Auckland.
 Staples and Hardy, Boot-machinists, Yelverton Terrace, Auckland.
 Swinton and Oates, 16 South Street, Auckland.
 Trenwith Bros., Wakefield Street, Auckland.
 Ward Bros., 7 Airedale Street, Auckland.

WELLINGTON INDUSTRIAL DISTRICT

Brunsdon, W., Boot-manufacturer, Egmont Street, Wellington.
 Cooke Bros., Vivian Street, Wellington.
 Devonport, T., Heel-manufacturer, Adelaide Road, Newtown, Wellington.
 De Luxe Shoe Co., Cuba Street, Wellington.
 Edwards and Buchanan, Lower Hutt, Wellington.
 Guise and Co., Boot-manufacturers, Tasman Street, Wellington.
 Hannah, R., and Co., Boot-manufacturers, Leeds Street, Wellington.
 Ideal Shoe Co., Boot-manufacturers, Riddiford Street, Wellington.
 Hurry Up Shoe Co., 40 Courtenay Place and 43 Willis Street, Wellington.

Livingstone, W. S., and Co., Ltd., Hanson Street, Wellington.
 Marlovian Shoe Co., Wanganui.
 New Zealand Slippers, Ltd., Lower Hutt.
 Raymond, G. N. (N.Z.), Ltd., Wood Heel and Last Manufacturers,
 Petone.
 Slipper Co., 2 Drummond Street, Wellington.
 Staples Bros., Boot-manufacturers, Cleveland Street, Brooklyn,
 Wellington.

CANTERBURY INDUSTRIAL DISTRICT

Anderson, S., and Son, Boot-manufacturers, Antigua Street, Christ-
 church.
 Archbold, S., Boot-manufacturer, Tuam Street, Christchurch.
 Canterbury Shoe Co., Bank Street, Timaru.
 Duckworth, Turner, and Co., Boot-manufacturers, Carlyle Street,
 Christchurch.
 Enterprise Boot Manufacturing Co., P.O. Box 965, Christchurch.
 Marathon Rubber Footwear Manufacturing Co. (N.Z.), Ltd., 176
 Cashel Street, Christchurch.
 O'Brien, M., and Co., Ltd., Dundas Street, Christchurch.
 Pannell and Co., Boot-manufacturers, 105 Manchester Street, Christ-
 church.
 Rhodes, Thos., Breezes Road, Aranui, Christchurch.
 Suckling Bros., Ltd., Dundas Street, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Frame, J. B., and Co., Hanover Street, Dunedin.
 McKinlay and Sons, Ltd., King Street, Dunedin.
 Ross and Glendining, Ltd., High Street, Dunedin.
 Sargood, Son, and Ewen, Ltd., Lower High Street, Dunedin.
 Simonson, F. C., Clog-manufacturer, Filleul Street, Dunedin.
 Thompson, John, Ltd., 26 Station Street, Dunedin.
 Kingsland Ltd., Boot-manufacturers, Invercargill.

New Zealand Boot-manufacturers' Association Industrial Union of
 Employers, Kelvin Chambers, 16 The Terrace, Wellington.

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 as hereinafter provided and shall continue in force until the 1st day of September, 1944, 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 6th day of December, 1943.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to which Award applies

1. This award shall apply to the manufacture of footwear of every description and of wood heels and lasts.

Departments

2. Work in factories shall be subdivided into the following departments:—

- (i) Clicking and hot-wax-thread machining.
- (ii) Machining.
- (iii) Rough-stuff cutting, preparing stuff for makers, including operations prior to making.
- (iv) Making: Commencing with tacking on insoles, including operations prior to finishing.
- (v) Finishing: "Finishing" commences with the operation of heel and edge trimming, and ends with rubbing off heels, bottoms or edges.
- (vi) Cleaning and despatching includes all operations prior to the footwear leaving the factory.

Hours of Work

3. The ordinary hours of work shall not exceed forty per week, nor eight per day, to be worked on the five days of the week, Monday to Friday, both days inclusive, between the hours of 7.30 a.m. and 5 p.m. for male workers, and between 8 a.m. and 5 p.m. for female workers.

Overtime

4. All time worked outside or in excess of the hours prescribed in clause 3 hereof shall be overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

Holidays

5. (a) The following holidays shall be allowed without deduction from wages: A whole holiday on every Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day, except in the case of the Canterbury Industrial District, where the holiday to be observed in place of Anniversary Day shall be Show Day, provided also that some other day may be substituted for Anniversary Day by the mutual agreement of the employers and the union.

(b) Where Christmas Day, Boxing Day, or New Year's Day falls on a Saturday or a Sunday, these holidays are to be observed on the following working-days.

(c) Time worked on any of the above-named holidays or on Sundays shall be paid for at twice the ordinary rate.

Annual Holiday

6. (a) A worker who completes twelve months' service on the 31st December of any year shall be allowed one week's—*i.e.*, five working-days—holiday on full pay, and a worker who completes three months' but less than twelve months' service on the 31st December in any year shall be allowed a proportionate holiday in accordance with his length of service.

(b) The holidays referred to in subclause (a) of this clause shall, as far as practicable, be allowed in conjunction with the Christmas and New Year holidays: Provided that a worker who is not allowed a holiday in conjunction with the Christmas and New Year holidays shall be allowed such holiday before the end of March.

(c) A worker who has completed three months' service leaving or being dismissed from the service of an employer shall be granted pay in lieu of the holidays mentioned in the preceding subclause in proportion to his length of service, but this subclause shall not apply in the case of any worker dismissed for serious misconduct.

Intermittent Time

7. (a) Where operatives attend at the factory work shall be found for them for at least one half-day, except where 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 the 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.

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

Terms of Employment

8. (a) 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.

(b) No deduction shall be made from the wages of any worker for whom a weekly wage is provided herein except for time lost through the illness or default of the worker or through accident not arising out of or in the course of the employment.

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

Wages of Adult Male Workers

9. (a) Except where otherwise herein provided, the minimum rate of pay to all workers coming within the scope of this award shall not be less than 2s. 6 $\frac{3}{4}$ d. per hour.

(b) The wage in every case is an hourly one and, except as otherwise provided, the workers shall be paid only for the time actually worked.

Employment of Boys and Youths

10. (a) Youths under the age of twenty-one years may be employed at work such as errands, sweeping and cleaning factory and punching with steel die and mallet on outsides, size-marking on uppers and bottom stuff, buffing, feathering and flexing insoles and soles, roughing and punching on cement work, top-piece trimming and ironing on wood heels, assembling lifts and football stubs, mulling, tacking on insoles, putting in stiffeners and toepieces, opening and closing channel, putting in and slipping lasts, cementing, bottom filling, shanking, cutting threads, pulling tacks, last carrying and sorting, skiving stiffeners and toe puffs by machine, grooving and bevelling welting, gemming insoles, heel nail feeding, inking edges, bottom colouring (one colour only), rubbing off heels, bottoms and edges, and any operations in the shoe-room or cleaning-room, and such other work as may be approved by the Local Advisory Committee.

(b) The proportion of youths and females employed on any of the above-mentioned operations shall not exceed one to four or fraction of the first four male journeymen employed in the factory, but in the manufacture of slippers youths and females may be employed in the proportion of two to three journeymen or fraction thereof.

(c) The minimum weekly rates of wages for such youths shall be:—

Age commencing at Trade.	First Year.		Second Year.		Third Year.		Fourth Year.		Fifth Year.	
	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Eighth Six Months.	Ninth Six Months.	Tenth Six Months.
Under 16	17/6	21/6	25/6	30/-	35/-	40/-	45/-	55/-	65/-	82/6
16 to 17	20/-	24/-	28/-	32/-	36/-	40/-	45/-	55/-	65/-	82/6
17 to 18	25/-	29/-	33/-	37/-	41/-	55/-	65/-	82/6	..	..
18 to 19	30/-	34/-	40/-	55/-	65/-	82/6	..	..	..	..
19 to 20	40/-	50/-	60/-	82/6	..	..	..	..	..	..
20 to 21	50/-	82/6	..	..	..	..	..	..	..	..

Thereafter the minimum wage prescribed in clause 9.

(d) Provided that a worker on reaching the age of twenty-one years shall be paid the minimum wage prescribed in clause 9 if he has had six months' experience and provided that a youth in the last six months immediately preceding his twenty-first birthday may be taught any trade operation.

Adult Probationers

11. Workers over twenty-one years of age entering the trade with not more than six months' experience may be paid £1 less than the minimum rate prescribed under this award until the completion of six months' experience, when they shall be paid the minimum rates. This clause shall operate only for the duration of the war.

Operations to be performed by Females

12. Females may be employed, in addition to those in machining and cleaning departments, at the following operations: Errands, sweeping and cleaning in female departments only, size-marking on uppers and bottom stock, assembling lifts, cutting threads, skiving stiffeners and toe puffs by machine, grooving and bevelling welting, gemming insoles, and any operations in rubber-footwear factories, slipper-factories, or in the manufacture of veldtschoen shoes customarily done by females, and such other operations as may be agreed upon by the Local Advisory Committee: Provided that if a female worker is employed at operations other than those provided above adult male rates shall be paid for the whole of the day during which such work is performed.

Wages of Adult Females

13. (a) Except where otherwise provided in clause 14 (e) of this award, the minimum wage for females working at the boot and shoe industry shall be £2 17s. 6d. per week, computed on a basis of 1s. 5½d. per hour.

(b) For hot-wax-thread machinists the minimum wage shall be £3 5s. per week—and if not working continuously for the period they shall be paid per hour at the same rate—i.e., 1s. 7½d. per hour.

Female Assistants

14. (a) The word "assistants" shall mean and include any females for whom a minimum rate is prescribed in sub-clause (e) of this clause.

(b) 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 time actually served by her at the branch of the trade in which she shall thereafter be employed.

(c) 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.

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

(e) The minimum weekly rates of wages for female assistants shall be:—

Age commencing at Trade.	First Year.		Second Year.		Third Year.		Fourth Year.		Fifth Year.	
	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Eighth Six Months.	Ninth Six Months.	Tenth Six Months.
Under 16 ..	17/6	21/6	25/6	29/6	33/6	37/6	40/-	42/6	45/-	47/6*
16 to 17 ..	20/-	24/-	28/-	32/-	36/-	40/-	42/6	45/-	47/6	50/-*
17 to 18 ..	25/-	29/-	33/-	37/-	40/-	42/6	45/-	47/6*	..	..
18 to 19 ..	30/-	34/-	38/-	42/6	45/-	47/6*	..	..	..	..
19 to 20 ..	35/-	39/-	42/6	47/6*	..	..	..	..	..	..
20 to 21 ..	40/-	47/6	55/-*	..	..	..	..	..	..	..
21 and over ..	45/-	55/-*	..	..	..	..	..	..	..	..

* Thereafter the rates prescribed in clause 13.

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

General Provisions

15. (a) Workers required to work overtime without twenty-four hours' previous notice shall be allowed meal-money at the rate of 1s. 9d. per meal.

(b) In each factory suitable provision shall be made for workers to hang their clothes.

(c) Adequate dining accommodation shall be provided.

(d) Notice boards shall be provided in a prominent position in each factory for the display of union notices.

(e) In each factory there shall be provided a suitably furnished place for the use of female workers.

*General Orders under Rates of Wages Emergency Regulations
1940*

16. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this award, and shall have effect according to their tenor.

Materials

17. The employers shall supply all materials and shall also supply all tools of trade for females and edged tools for males.

Piecework

18. (a) Any employer bound by this award shall be at liberty to agree with the Advisory Committee set up under clause 24 hereof on a system of piecework: 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.

Bonus System

19. (a) Any employer shall be at liberty to agree with at least three workers actually employed in any department or at any work on a system of 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 and to the local secretary of the union immediately after its execution.

Foremen, Forewomen, and Employers' Sons

20. (a) For the purpose of this clause the managing director shall be deemed to be the employer.

(b) Foremen, forewomen, employers' sons, and pattern-cutters engaged in pattern-cutting only shall not be eligible for membership of the union and shall be outside the scope of this award.

(c) The employer shall be entitled to a foreman or forewoman in each department where such foreman or forewoman is engaged 40 per cent. of his or her time in supervising only.

(d) It shall be the duty of the employer to notify the union of the names and occupations of the foremen and forewomen.

Machinery and Subdivision of Labour

21. Subject to the provisions of this award, the employer may adopt any subdivision he may choose in connection with either hand or machine labour, but such subdivision shall be so arranged that the labour of each worker shall be a separate and independent operation.

Where Work shall be performed

22. All work shall be performed in the factory workshop, except as herein provided.

Control of Workshop

23. Every employer shall be entitled to make such regulations as he deems necessary for timekeeping and good order.

Advisory Committee

24. (a) A committee consisting of two representatives of employers and two representatives of the union, 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 and any matters arising out of clause 10 (a) and clause 12.

(b) No resolution of the committee permitting out-work shall be carried unless a majority of the representatives of each side is in agreement.

(c) A Dominion Advisory Committee consisting of four representatives of the union and four representatives of the employers shall be set up to deal with all matters affecting the industry.

Disputes Committee

25. 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 specifically dealt with in this award, every such dispute or difference shall be referred to the Dominion Advisory Committee

named herein, 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. If a meeting of the committee is not arranged within fourteen days of the dispute having arisen, the Conciliation Commissioner for the district shall convene a meeting of the committee within thirty days if requested to do so by a party to the dispute. Either side shall have the right to appeal to the Court against a decision of 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.

Copy of Award to be posted up

26. 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 workers.

Enforcement of Award in Different Districts

27. 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.

Right of Entry upon Premises

28. The secretary or other authorized officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union

29. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less

than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers

30. (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 24.

(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) 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 Awards 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.

Application of Award

31. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award

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

Term of Award

33. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of September, 1943, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of September, 1944.

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 6th day of December, 1943.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council and forwarded directly to the Court pursuant to section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939. The dispute was filed with the Clerk of Awards on the 19th May, 1943; consequently, in making the award the Court is bound to comply with Regulation 38 of the Economic Stabilization Emergency Regulations 1942.

The parties in Conciliation Council have agreed to certain minor variations in the rates of remuneration and to a number of other variations in the principal conditions of employment. The Court has carefully examined each variation and, having regard to the general purpose of the regulations, is satisfied that all of them may be incorporated in the award without infringing upon the provisions of the regulations.

The Marathon Rubber Footwear Manufacturing Co. (N.Z.), Ltd., 176 Cashel Street, Christchurch, has made application to be struck out, and this application will be dealt with by the Court in the centre from which it originated.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.
