

NORTHERN, WELLINGTON, WESTLAND, AND CANTERBURY
FOOTWEAR-REPAIRERS AND BESPOKE WORKERS.—AWARD

In the Court of Arbitration of New Zealand, Northern, Wellington, Westland, and Canterbury Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; 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 under-mentioned persons, firms, and companies (hereinafter called “the employers”):—

NORTHERN INDUSTRIAL DISTRICT

Akast, H., Willow Street, Auckland.
 Crocker, B., 334 Queen Street, Auckland.
 Dadleys Ltd., 200 Queen Street, Auckland.
 Forders Ltd., Otahuhu, Auckland.
 Hannah, R., and Co., Ltd., 197 Queen Street, Auckland; and Hamilton.
 Para Rubber Co., 39 Wellesley Street, Auckland.
 Walden, P., Boot Specialist, Dargaville.
 Wide Awake Boot Repairing Co., Ltd., Dilworths Building, Auckland.

WELLINGTON INDUSTRIAL DISTRICT

Earnshaw, Boot Repairer, Courtenay Place, Wellington.
 Hannah, R., and Co., Cuba Street, Wellington.
 Hoare, M., High Street, Lower Hutt.
 Hurry Up Boot Co., 43 Willis Street, Wellington.
 Langtry, A. C., Kelburn, and Plimmer Steps, Wellington.

WESTLAND INDUSTRIAL DISTRICT

Bryant, G., Revell Street, Hokitika.
 Hannah, R., and Co., Ltd., Tainui Street, Greymouth.
 Lakin, E., Revell Street, Hokitika.
 Lawry's Boot Repairs, Boundary Street, Greymouth.
 Oliver, F. G., Revell Street, Hokitika.
 Peters, P. C., Mackay Street, Greymouth.
 Tates Footwear, Ltd., Tainui Street, Greymouth.
 Wrights Bros., Tainui Street, Greymouth.
 Zampesi, L., Mawhera Quay, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Bennett, G. E., 215 Manchester Street, Christchurch.
 Blackwells Ltd., Kaiapoi.
 Canterbury Farmers' Co-op. Association, Geraldine.
 Gray, F. and L., 76 Cashel Street, Christchurch.
 Hancox, E. G., Temuka.
 Hannah and Co., Ltd., 750 Colombo Street, Christchurch.
 Hannibal, A. G., High Street, Rangiora.
 Hawley, F. B., Timaru.
 New Zealand Farmers' Co-op. Association, Christchurch.
 Pannell and Co., Ltd., 105 Manchester Street, Christchurch.
 Para Rubber Co., Ltd., Cashel Street, Christchurch.

THE COURT of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly

to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 on the 13th day of October, 1947, and shall continue in force until the 13th day of October, 1948, 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 30th day of September, 1947.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to which Award applies

1. This award shall apply to the repairing and altering of every class of footwear, and to the making, clicking, rough-stuff cutting, and finishing of bespoke work.

Hours of Work

2. Forty hours shall constitute a week's work, to be worked on six days of the week, between the hours of 8 a.m. and 5 p.m. on five days of the week and between the hours of 8 a.m. and noon on Saturdays.

Wages

3. (a) The minimum rates of wages for adult male workers shall be 3s. 7d. per hour.

(b) Workers employed on bespoke work shall be paid a minimum of 3s. 7d. per hour.

(c) Female workers shall be paid not less than £5 7s. per week.

Payment of Wages

4. Every employer shall pay to each worker employed by him all moneys due to such worker at least once in each week. The employer must arrange that all wages are paid within five minutes before the close of the day on which wages are paid and within twenty-four hours of the close of the week. Where workers, through the fault of the employer, are required to make a special visit to the workshop in order to obtain wages due, they shall be paid for not less than four hours' work on this account.

Overtime

5. All time worked in any one day outside or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Holidays

6. (a) The following shall be the recognized holidays, which shall be paid for at ordinary rates except when the holiday falls on a day other than an ordinary working-day: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, Anniversary Day or another day in lieu thereof.

If any of the above holidays, other than Anzac Day, shall fall on a Saturday or a Sunday, then such holiday shall be observed on the following Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the following Tuesday.

(b) Where employees are required to work on any of the above-mentioned holidays or on Sundays, they shall be paid double rates in addition to such payment as they may be entitled to under sub-clause (a) hereof.

(c) Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act, 1944.

Termination of Engagement

7. (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) In the case of weekly employment, a week's notice shall be given on either side.

Division of Departments

8. (a) Bespoke workers.
 (b) Clicking and hot-wax-thread machining.
 (c) Rough-stuff cutting and preparing stuff for makers.
 (d) Making commences with the operation of pulling over, and includes all operations prior to finishing.
 (e) Finishing commences with the operation of putting in lasts or fillers, and includes all operations prior to delivery of goods.
 (f) Repairing or altering of any class of footwear.

Where Work shall be performed

9. (a) All work in the clicking, making, finishing, rough-stuff, repairing, and bespoke departments shall be performed in the factory or workshop, except as hereinafter provided.
 (b) A committee consisting of three representatives of the employers and three representatives of the union (parties to this award), and known as the "advisory committee," shall be set up to deal with all applications for permits to work at home, which shall be granted only in cases where the worker is, through old age or permanent disability, incapable of attending the workshop. No resolution of the committee shall be carried unless a majority of the representatives on each side are in agreement.

Machinery and Subdivision of Labour

10. (a) It is the employer'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 hereinbefore set forth.
 (b) Any system of subdivision of labour may be used, either in connection with hand or machine labour, in the manufacture of bespoke and surgical work, but the employer must arrange the subdivision so that the produce of each worker is a separate and independent operation.

Materials

11. Employers shall provide all edged tools and materials.

Control of Workshop

12. Every employer is entitled to the fullest control over the management of the workshop and to make such regulations (within the provision of the statute) as he deems necessary for timekeeping and good order.

Access to Workshop

13. Every employer bound by this award shall permit the secretary or other authorized officer of the union to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Foreman and Employer's Sons

14. Every employer shall be entitled to one foreman where four journeymen are employed in any workshop. Such foreman and the employer's sons and daughters shall be exempt from clause 17 of this award.

General Conditions

15. (a) Workers required to work overtime after one hour later than the usual time for ceasing work shall be paid 2s. meal allowance if notice has not been given the previous day.

(b) Employers shall notify the secretary of the union of the names of all new employees at the time he makes his periodical visit.

(c) The provisions of the Factories Act relating to dining and sanitary and washing facilities shall be deemed to be part of this award.

Matters not provided for

16. 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 advisory committee, 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.

Workers to be Members of Union

17. (a) Subject to the provisions of subsection (5) of section 18 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.

(c) Every person, who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(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

18. (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 local advisory committee.

(b) Such permit shall be for such period, not exceeding six months, as the advisory committee shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given such worker by the secretary of the union requiring him or her to have the wage again fixed in the manner prescribed in 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 the employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Copy of Award

19. A copy of the award shall be posted in an accessible place in the workroom.

Scope and Application of Award

20. (a) This award shall operate throughout the Northern, Wellington, Westland, and Canterbury Industrial Districts.

(b) 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.

Term of Award

21. This award shall come into force on the 13th day of October, 1947, and shall continue in force until the 13th day of October, 1948.

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 30th day of September, 1947.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.
