

NORTHERN, TARANAKI, WELLINGTON, MARLBOROUGH, AND CANTERBURY
FOOTWEAR MANUFACTURING EMPLOYEES—AWARD

[Filed in the Office of the Clerk of Awards, Christchurch]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, and Canterbury Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; 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”):

New Zealand Boot Manufacturers' Association Industrial Union of Employers, 95 Courtenay Place, Wellington.

NORTHERN INDUSTRIAL DISTRICT

Addis and Needham Ltd., 758 Dominion Road, Auckland.
 Adams and Robertson Shoes Ltd., 507 New North Road, Auckland.
 Alexander, J. M., Ltd., 161 New North Road, Auckland.
 Auckland Sandal Co. Ltd., Howe Street, Auckland.
 Bridgens and Co. Ltd., 326 New North Road, Auckland.
 Burnett Jones Ltd., 136 Hobson Street, Auckland.
 Button, S., and Son Ltd., 46 Upper Queen Street, Auckland.
 Coles, G. A., and Co. Ltd., 29 Exmouth Street, Auckland.
 Cusheeze Slippers, 26–32 Eden Crescent, Auckland.
 Daisleys Ltd., 368 Mount Albert Road, Auckland.
 Davenport, T. J., and Sons, 562 Richmond Road, Auckland.
 Dearsly's Ltd., 7 Nugent Street, Auckland.
 Douglas, H. M. and B. M., 287 New North Road, Auckland.
 Farmers Trading Co. Ltd., Ngata Street, Newton, Auckland.
 Fletcher Howard Ltd., 79 St. Mary's Road, Ponsonby, Auckland.
 Hannah, R., and Co. Ltd., 73–75 Grey's Avenue, Auckland.
 Hardware Boot Factory Ltd., 84 Vincent Street, Auckland.
 Hollywood Shoes Ltd., 18 Stanley Street, Auckland.
 Houston Productions Ltd., 54 Stoddard Road, Mount Roskill, Auckland.
 Jandals Ltd., 9 Wharangi Street, Onehunga, Auckland.
 Johnson and Sons (N.Z.) Ltd., Charlotte Street, Eden Terrace, Auckland.
 King Leo Footwear Co. Ltd., 5 Akiraho Street, Auckland.
 Mason, C. A., and Son Ltd., 411 New North Road, Auckland.
 Modern Shoes Ltd., 71 Hobson Street, Auckland.
 Monks, W., Ltd., 6 Stanley Street, Auckland.
 Moore, J. W., and Son Ltd., Nuffield Street, Newmarket, Auckland.
 Morrow-Taylor Ltd., 83 Nuffield Street, Newmarket, Auckland.
 Mudgway Bros. Ltd., 6 Kingsland Terrace, Kingsland, Auckland.
 Murray Shoe Co. Ltd., 28–30 Crummer Road, Grey Lynn, Auckland.
 Northampton Shoes Ltd., 6 Korari Street, Auckland.
 Orchid Footwear Ltd., 7 Commercial Place, Henderson.
 Paget Shoes Ltd., 148 Great North Road, Auckland.
 Parisian Shoes Ltd., 4 Warimu Place, Auckland.
 Perillo Bros. Ltd., 640 New North Road, Auckland.
 Perry, J. G., 105 Nelson Street, Auckland.
 Rawson, R. J., 4 Hereford Street, Newton, Auckland.
 Staples and Hardy Ltd., 8 Cook Street, Auckland.
 Strida Shoes Ltd., 135 Dominion Road, Auckland.
 Superstyle Shoes Ltd., 13 St. James Street, Auckland.
 Swinton and Oates Ltd., Wagener Place, Mount Albert, Auckland.
 Trenwith Bros. Ltd., 27–29 Wakefield Street, Auckland.
 Vita Shoe Co. Ltd., 1 Kingdon Street, Auckland.
 Wilkins, F. R., Ltd., 909 Dominion Road, Auckland.
 Wright-fit Shoes Ltd., 95 Federal Street, Auckland.
 Zenith Footwear Ltd., 122B Rockfield Road, Penrose, Auckland.

TARANAKI INDUSTRIAL DISTRICT

Berkley Footwear Ltd., 301 Broadway, Stratford.
 Burkes (New Plymouth) Ltd., P.O. Box 272, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Anton Footwear Ltd., 22 Egmont Street, Wellington.
 Bata Co. (N.Z.) Ltd., 53 Happy Valley Road, Wellington.
 British United Shoe Machinery Co., Rata Street, Naenae, Lower Hutt.
 Brunsdén, W., 22 Egmont Street, Wellington.
 Craigie, C. A., and Co. Ltd., 19 Edward Street, Wellington.
 Davenport, T. J., and Sons, P.O. Box 6009, Te Aro, Wellington.
 De Luxe Shoe Co. Ltd., 387 Main Road, Trentham, Wellington.
 Hannah, R., and Co. Ltd., Leeds Street, Wellington.
 Greathead Footwear Ltd., 39 Brunswick Street, Lower Hutt.
 Ideal Shoe Co., 229 Riddiford Street, Wellington.
 Knight Footwear Co., Railway Avenue, Lower Hutt.
 Laing Collins and Coburn Ltd., 3 Mabey Road, Lower Hutt.
 Staples Bros. Ward Co. Ltd., 275 Mansfield Street, Newtown, Wellington.
 Stuart Edwards Ltd., 16 King Street, Wellington.
 Vivian Slippers Ltd., 24 Bond Street, Wellington.
 Ward Bros., 275 Mansfield Street, Newtown, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

Neilson, R., Ltd., 11A Maxwell Road, Blenheim.

CANTERBURY INDUSTRIAL DISTRICT

Anson Footwear Ltd., 214 Antigua Street, Christchurch.
 Byfield Footwear Ltd., 2 Dalgety Street, Christchurch.
 Bond Street Bag Co., 331 Moorhouse Avenue, Christchurch.
 Canterbury Shoe Co. Ltd., Bank Street, Timaru.
 Crispen Welt Cutting Co. Ltd., 14 Raycroft Street, Christchurch.
 Clarkes Torflex Shoes Ltd., 104 Victoria Street, Christchurch.
 Davenport, T. J., and Sons, 80 Falsgrave Street, Christchurch.
 Denver Footwear Ltd., 330 St. Asaph Street, Christchurch.
 Douglas Footwear Ltd., Gasson Street, Christchurch.
 Duckworth Turner and Co. Ltd., Carlyle Street, Christchurch.
 Durham Footwear, Durham Street, Christchurch.
 Enterprise Shoes Ltd., 193-195 Peterborough Street, Christchurch.
 Johnson and Sons (N.Z.) Ltd., 90 Buchan Street, Christchurch.
 Knight Footwear Co., 84 Gasson Street, Christchurch.
 McLean Footwear Ltd., Elgin Street, Sydenham, Christchurch.
 Mi-Woollies Slipper Ltd., 501 Tuam Street, Christchurch.
 Norvic Footwear Ltd., 202 Hazeldean Road, Christchurch.
 O'Brien, M., and Co. Ltd., Dundas Street, Christchurch.
 Ross and Glendining Ltd. (Regent Footwear), corner Tuam and Madras Streets, Christchurch.
 Skellerup Plastics Ltd., Cumnor Terrace, Christchurch.
 Suckling Bros. Ltd., Dundas Street, Christchurch.
 Tamas Shoe Craft, 17 King Street, Timaru.
 Vinnell Shoes Ltd., 94 Shortland Street, Aranui, 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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 30th day of June 1967 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 19th day of July 1965.

[L.S.]

A. P. BLAIR, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the manufacture of all classes of footwear with the following exceptions:
 - (a) The assembly and manufacture of fabric and rubber soled footwear (including slippers) and waterproof rubber footwear in the Canterbury Industrial District.
 - (b) The assembly and manufacture of footwear made from plastics by injection or compression moulding when such manufacture is carried on by an employer whose predominant activities are governed by the New Zealand Metal Trades' Employees Award.

Departments

2. Work in factories shall be subdivided into the following departments:
 - (i) (a) Pattern cutting.
(b) Grading and binding of patterns.
 - (ii) Clicking.
 - (iii) Machining female section.
 - (iv) Machining male section.
 - (v) Rough-stuff cutting, preparing stuff for makers, including operations prior to making.
 - (vi) Making: Commencing with tacking on insoles, including operations prior to finishing or, in the case of pump slippers, from the attaching of the sole to the upper, in cosy slippers commencing from the turning of the uppers.
 - (vii) Finishing: "Finishing" commences with the operation of heel and edge trimming, and ends with rubbing off heels, bottoms, or edges.
 - (viii) Cleaning and dispatching includes all operations prior to the footwear leaving the factory.
 - (ix) Assembly and manufacture of footwear made from plastics by injection or compression moulding, or footwear by vulcanising processes.

Hours of Work

3. (a) The ordinary hours of work shall not exceed 40 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: Provided that where power cuts or rationing occur the foregoing clock hours may be varied by agreement between the union and the employer: Provided, further, that not more than four and a half hours shall be worked continuously, inclusive of overtime, without an interval of at least half an hour for a meal.

(b) Shifts may be worked in accordance with the following conditions on the manufacture of footwear and/or components except those which at the date of making of this award are covered by another award or industrial agreement:

- (i) This subclause shall have no application to a worker required to work shifts outside of the hours prescribed in subclause (a) of this clause on less than five consecutive working days.
- (ii) Shifts may be worked as required by the employer. The ordinary hours of work of a shift worker shall not exceed five consecutive eight-hour shifts, to be worked between the hours of midnight Sunday-Monday and 7 a.m. Saturday.
- (iii) The commencing hour for day shifts shall be not earlier than 7 a.m. instead of the commencing hour of 7.30 a.m. mentioned in subclause (a) of this clause, or such other hour as may be agreed upon by the employer and the local union secretary.
- (iv) Where three shifts per day are worked, a worker required to rotate his shift duties shall be paid 4s. 3d. per shift in addition to ordinary rates. A worker employed only on afternoon or night shift shall, while so employed, be paid 5s. per shift in addition to ordinary rates.
An afternoon shift means any shift commencing after 12 noon and finishing at or before midnight, and a night shift means any shift finishing subsequent to midnight and at or before 8 a.m.
- (v) In the case of shift workers, overtime shall only be payable after eight hours, and shall then be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that overtime rates shall not be payable where the overtime arises from arrangements made between the employees themselves.
- (vi) Where it is practicable, shifts shall be worked on a regular rotation.

Overtime

4. All time worked outside or in excess of the hours prescribed in subclause (a) of clause 3 of this award shall be overtime.

In the case of time worked in excess of 40 hours per week, Monday to Friday inclusive, such overtime shall be paid for at the rate of time and a half for the first nine hours and double time thereafter.

In the case of time worked outside of the daily clock hours or in excess of eight hours per day, Monday to Friday inclusive, such overtime shall be paid for at the rate of time and a half for the first three hours and double time thereafter. None of the foregoing payments shall be cumulative.

Overtime may be worked on Saturday morning, for which payment shall be made at the rate of time and a half for the first four hours and double time thereafter. When overtime is worked on Saturday morning a minimum of four hours' work shall be made available to each worker concerned. All time worked after noon on Saturday shall be paid for at double ordinary time rates.

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, the day following New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day: Provided that some other day may be substituted for Anniversary Day by the mutual agreement of the employers and the union.

(b) Should any of the above holidays, except Anzac Day, fall on a Saturday or on a Sunday, they shall be observed on the next succeeding 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. Holidays shall be allowed in accordance with the Annual Holidays Act 1944, provided that a worker, on the completion of the tenth and each subsequent year of continuous service with the same employer, shall be given three weeks' holiday. Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed, or the work of those workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday, then that worker shall not be entitled to any wages for two weeks following that date but the employer shall, before that date, pay to him, in addition to all other amounts due to him at that date including amounts to which he is entitled in respect of any special holidays, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.

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 subclause 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 40 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. Where the employment is terminated without the requisite notice one day's wages shall be paid or forfeited as the case may be. This, however, shall not prevent the summary dismissal of a worker for misconduct.

(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 sickness, accident, or default of the worker.

(c) Wages shall be paid on or before Thursday in each week, and within working hours. When the services of a worker are terminated all moneys, other than bonus payments, due to the worker shall be paid on the day of termination. Details of wages shall be supplied to each worker.

(d) When a holiday falls on Thursday or Friday, wages shall be paid on the preceding Wednesday.

Wages

9. (a) Adult male workers who have completed an apprenticeship in the industry shall be paid 8s. 1d. per hour.

(b) All other adult male workers shall be paid at the following minimum rates:

	Per Hour	
	s.	d.
First year	7	1½
Second year	7	4½
Third year	7	7½
Thereafter	7	11

This clause shall not operate to reduce the rate of wages of any worker at present employed so long as he remains in his present position of employment.

Employment of Boys and Youths

10. (a) Boys and youths under the age of 21 years, other than those who by virtue of the work they perform come within the scope of the New Zealand Footwear Trade Apprenticeship Order, may be employed at any work, other than that specified in the Schedule to the apprenticeship order, at the following weekly rates of wages:

	Per Week		
	£	s.	d.
Under 17 years of age	7	0	0
17 to 18 years of age	8	5	0
18 to 19 years of age	9	10	0
19 to 20 years of age	10	15	0
20 to 21 years of age	12	0	0

Thereafter the rates prescribed in subclause (b) of clause 9 of this award commencing at the second year.

(b) The proportion of youths employed under this clause shall not exceed one youth to each two or fraction of two adult male workers in any department who are paid in accordance with subclause (a) of clause 9, or not less than the highest

rate prescribed by subclause (b) of clause 9 of this award and who have been employed for not less than two-thirds full time during the six months immediately preceding the engagement of a youth.

Apprentices employed in the industry shall count as youths for the purpose of proportion.

Adult male workers paid under subclause (b) of clause 9 of this award shall, for the first two years of their employment, count as youths for the purpose of proportion.

Operations to be Performed by Females

11. Females may be employed at the following operations:

Uppers—All operations necessary to complete cut parts for further departments.

Bottoms—Checking, counting, cementing and combining of components and the assembly of lifts by cement methods (excluding slugging, heel-building, compressing and breasting of leather or wooden heels), size marking or branding, prestaining edges, skiving of toe puffs and stiffeners, gemming insoles, binding insoles.

Cleaning Department—All operations.

General—Errands, sweeping and cleaning female departments.

If any dispute arises under this clause as to the classification of any type of work that females are employed on, such shall be referred to a disputes committee under clause 22 of this award: Provided that if a female worker is employed at operations other than those provided above or decided by such committee, adult male rates shall be paid for the whole of the day during which such work is performed.

Wages of Adult Females

12. (a) Except where otherwise provided in subclauses (d) and (e) of clause 13 of this award, the minimum wage for females working at the boot and shoe industry shall be £10 6s. 8d. per week.

(b) Females employed operating hot liquid-wax-thread machines and on the assembly of lifts by cement methods shall be paid an additional 13s. 3d. per week. This subclause shall not operate to reduce the rate of wages of any worker at present employed so long as she remains in her present position of employment.

(c) Females employed on pre-welt sewing shall be paid not less than £10 6s. 8d. per week.

Female Assistants

13. (a) The word "assistants" shall mean and include any females for whom a minimum rate is prescribed in subclause (d) 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) The minimum weekly rates of wages for female assistants shall be:

				Per Week		
				£	s.	d.
Under 16 years of age	.....	.....	.....	5	0	0
16 to 17 years of age	.....	.....	.....	5	15	0
17 to 18 years of age	.....	.....	.....	6	10	0
18 to 19 years of age	.....	.....	.....	7	5	0
19 to 20 years of age	.....	.....	.....	8	0	0
20 to 21 years of age	.....	.....	.....	9	0	0
Thereafter	.....	.....	.....	10	6	8

Provided that females commencing work in the industry after reaching the age of 21 years shall be paid £9 15s. 0d. per week for the first six months and thereafter £10 6s. 8d. per week.

(e) An assistant employed on hot-liquid-wax thread machines shall receive an additional 13s. 3d. per week. This subclause shall not operate to reduce the rate of wages of any worker at present employed so long as she remains in her present position of employment.

Part-time Workers

14. A weekly worker whose engagement is for less than 40 hours per week shall be paid the *pro rata* rate calculated on the ordinary weekly wage.

General Provisions

15. (a) If overtime is worked by a worker beyond half an hour after his normal finishing time, the employer shall pay the worker 5s. 9d. meal money unless notice is given on the previous day that overtime will be worked.

If a worker is notified that overtime shall be worked on the following day and overtime is not worked, the employer shall pay the worker 5s. 9d. meal money, except in circumstances beyond the control of the employer.

(b) In each factory suitable provision shall be made for workers to hang their clothes. If any dispute shall arise concerning the said provisions, it shall be referred to a committee of two workers and two employers or referred to the Conciliation Commissioner for settlement. Each party shall have a right of appeal to the Court.

(c) Adequate dining accommodation shall be provided.

(d) Noticeboards shall be provided in prominent positions 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.

(f) A properly equipped first aid outfit shall be readily accessible to all workers while work is being carried on in the factory, and temporary dressings, bandages, and antiseptic shall be available in each department.

This subclause shall not apply in factories where a first aid station is maintained and a qualified person permanently employed in the factory.

(g) Provision shall be made for the removal of dust and, where necessary, provision shall be made for the removal of fumes.

(h) A 10-minute rest period shall be allowed morning and afternoon to all workers.

(i) If the employer cannot provide the worker with the necessary tools and if the worker can supply, the employer shall purchase such tools from the worker at a fair market value: Provided the worker shall have the right on leaving the employment to repurchase such tool or tools. All worn out tools shall be replaced by the employer: Provided the worn out tool is returned to the employer when replacement is applied for.

(j) Boiling water shall be provided at rest periods and at meal-times.

(k) Where paint spraying is carried out respirators shall be provided in accordance with the Spray Painting Regulations.

(l) Washing facilities, including soap and towels, shall be provided by the employer.

(m) Female workers shall be provided with two smocks to be replaced when necessary. Gloves shall be provided for workers in the cleaning room. Where the nature of the duties performed by male workers necessitates the wearing of either aprons or overalls, they shall be provided by the employer. These articles shall remain the property of the employer and on the termination of employment shall be surrendered to the employer.

(n) An efficient timepiece or timepieces shall be sited in each factory so as to be readily visible by workers in each department.

Materials

16. The employers shall supply all materials and tools of trade. The employer shall be responsible for the sharpening and repair of scissors.

Piecework or Bonus System

17. (a) A voluntary system of piecework or bonus payment, based on average standards of performance which shall enable a worker of average ability to earn at least 15 per cent above the current award rate, may be operated in any department after agreement between the employer and the workers in that department or departments of the factory, after such workers shall have sought the advice and assistance of the secretary of the local union in arriving at the terms upon which the system is to operate: Provided such agreement is set out in writing clearly showing the terms to be undertaken.

(b) A copy of every such agreement shall be posted in the department and a copy shall be forwarded to the secretary of the union upon the completion of the agreement.

(c) Except as otherwise provided in this subclause no variation of any agreement shall be made without the concurrence of the employer, employee, and union secretary. Failing an agreement, the Conciliation Commissioner for the district shall set up a disputes committee, as provided in the award, which shall decide.

(d) A trial period of three months is to be allowed, on the expiry of which the agreement is to be confirmed by both parties.

(e) No worker shall be compelled to work under a bonus or piecework system, nor shall a worker be dismissed on account of his refusal to work under such a system. Should such a worker be dismissed the onus of proof that dismissal is not for this reason shall rest upon the employer.

Foremen, Forewomen, and Employers' Sons

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

(b) Foremen, forewomen, employers' sons, and head designers 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 at least 50 per cent of his or her time in supervising only: Provided that no foreman or forewoman shall be exempted from the provisions of this award in the male machine department if there are less than six workers employed.

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

Where Work Shall be Performed

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

Control of Workshop

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

Advisory Committee

21. (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 to deal with the issue of under-rate permits.

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

Disputes Committee

22. The essence of this award being that the work of the employer 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 a committee to be composed of not less than three or more than four 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. (If a meeting of the committee is not arranged within 14 days of the dispute having arisen the Conciliation Commissioner for the district shall convene a meeting of the committee within 30 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 any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing. The representatives appointed shall be the appointees of the national organisation of employers and the organisations of workers parties to this award.

Copy of Award to be Posted Up

23. 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

24. 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

25. (a) The secretary or other authorised 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.

(b) The employer shall make available to the secretary of the union at the office of the employer, the names of all workers engaged within the previous month.

Unqualified Preference

26. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

27. (a) Any worker who considers himself 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 application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(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

28. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto, every 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

29. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, and Canterbury Industrial Districts.

Term of Award

30. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the working week in each establishment commencing on or after the 1st day of July 1965, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof, and this award shall continue in force until the 30th day of June 1967.

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 19th day of July 1965.

[L.S.]

A. P. BLAIR, Judge.

MEMORANDUM

Apart from an agreed upon adjustment to the operative date of wage provisions to meet statutory requirements, the award embodies the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 26 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. BLAIR, Judge.