

# OTAGO AND SOUTHLAND FOOTWEAR MANUFACTURING EMPLOYEES—AWARD

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Dunedin Operative Bootmakers Industrial Union of Workers (hereinafter called “the union”) and the undermentioned companies (hereinafter called “the employers”):

Frame, J. B., and Son, 211 Hanover Street, Dunedin.  
 McKinlay's Footwear Co. Ltd., 22 Filleul Street, Dunedin.  
 Sargood, Son and Ewen Ltd., Cresswell Street, Dunedin.  
 Smiley Bros. Ltd., 143 Hanover Street, Dunedin.  
 Thompson, John Ltd., 15 Anzac Avenue, Dunedin.

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 31st day of July 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 5th day of November 1965.

[L.S.]

A. P. BLAIR, Judge.

## SCHEDULE

### *Industry to Which Award Applies*

1. This award shall apply to the manufacture of footwear of every description, irrespective of the materials or processes used.

### *Hours of Work*

2. 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 five hours shall be worked continuously without an interval of at least half an hour for a meal.

### *Shifts*

3. Where an employer has installed a vulcanising plant or machines in which the injection method of the formation and/or attaching of bottoms is used, shifts may be worked on such machines under the following conditions:

- (a) Shifts shall not exceed eight hours per shift or five per week and shall be worked between midnight Sunday/Monday and midnight Friday/Saturday.
- (b) Shift workers employed on afternoon or night shifts shall be allowed 30 minutes crib time without deduction of pay.
- (c) A shift allowance of 5s. 7d. per shift shall be paid.
- (d) The employer shall notify the union of his intention to work shifts.

### *Overtime*

4. All time worked outside or in excess of the hours prescribed in clause 2 hereof 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 eight 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 that upon which New Year's Day is observed, 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 Holidays*

6. (a) 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' holidays: Provided that by agreement between the employer, worker, and secretary of the union, one week's wages at ordinary rates may be paid in lieu of allowing the third week's holiday.

(b) Where it is customary for any employer to allow 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 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.

### *Terms of Employment*

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. 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.

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

### *Wages of Adult Male Workers*

8. (a) Male workers who have completed an apprenticeship in the industry shall be paid £16 5s. per week.

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

	Per Week
	£ s. d.
For the first six months	14 5 0
For the second six months	14 12 6
For the third six months	15 0 0
For the fourth six months	15 10 0
Thereafter	16 0 0

### *Employment of Boys and Youths*

9. (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
Between 17 and 18 years of age	8 5 0
Between 18 and 19 years of age	9 10 0
Between 19 and 20 years of age	10 15 0
Between 20 and 21 years of age	12 0 0
Thereafter not less than	16 0 0

(b) The proportion of youths employed under this clause shall not exceed one youth to each two or fraction of two male workers who are paid in accordance with subclause (a) of clause 8 of this award, or not less than the highest rate prescribed by clause 8 (b) 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 8 shall for the first two years of their employment count as youths for the purpose of proportion.

#### *Operations to be Performed by Females*

10. (a) Females may be employed at the following operations:

*Closing*—All operations.

*Cleaning*—All operations.

*Other work*—All operations covering the completion of cut parts and the preparation of components from pre-prepared/prefabricated materials; checking; counting; cementing; laminating; assembling; size marking or branding; pre-staining edges; skiving of toe puffs and stiffeners; gemming insoles; binding insoles. (Slugging, heel-building, compressing and breasting of leather or wooden heels are excluded from female operations.)

*General*—Errands, sweeping and cleaning.

(b) 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 19 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*

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

(b) Females employed operating liquid-wax thread machines shall be paid an additional 13s. 3d. per week.

#### *Female Assistants*

12. (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 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 rates of wages for female assistants shall be as follows:

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

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

(e) An assistant employed on liquid-wax thread machines shall be paid an additional 13s. 3d. per week.

#### *Part-time Workers*

13. 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 Conditions*

14. (a) When workers are called upon to work overtime for more than one hour after their usual daily time for ceasing work or after 6 p.m., whichever is the later, 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) Notice boards 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.

This clause 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 re-purchase 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 mealtimes.

(k) Where paint spraying is carried out respirators shall be provided in accordance with the Spray Painting Regulations 1940.

(l) Washing facilities, including soap, towels and hot water, 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.

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

*Materials*

15. 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*

16. (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 after agreement between the employer and the workers in 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 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 will set up a disputes committee as provided in the award, who 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*

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

(b) Foremen, forewomen, employers' sons, head designers and quality supervisors, 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 employ foremen or forewomen where such foremen or forewomen are engaged at least 50 per cent of their 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.

*Advisory Committee*

18. (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*

19. 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*

20. Every employer shall, during the continuance of this award, keep a copy thereof posted up in every workroom in a position suitable for reading at all reasonable times by his workers.

#### *Right of Entry Upon Premises*

21. (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*

22. (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*

23. (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*

24. 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 district to which this award relates.

#### *Scope of Award*

25. This award shall operate throughout the Otago and Southland Industrial District.

#### *Term of Award*

26. 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 pay period in each establishment commencing on or after the 2nd day of August 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 31st day of July 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 5th day of November 1965.

[L.S.]

A. P. BLAIR, Judge.



## MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates 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 22 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. BLAIR, Judge.

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