

NORTHERN AND CANTERBURY **HEEL AND LAST OPERATIVES'**—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 1st day of December 1965 between J. Edwards and Sons (Auckland) Ltd., Rocol Industries, Auckland, J. Edwards and Sons (Christchurch) Ltd., and N.Z. Plastic Heels Ltd., Auckland, and the New Zealand Federated Footwear Trade Industrial Association of Workers.

SCHEDULE

Industry to Which Agreement Applies

1. This agreement shall apply to the assembly and manufacture of wood heels, plastic heels, and lasts.

Departments

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

- (1) The manufacture and finishing of wood heels.
- (2) The manufacture and finishing of lasts.
- (3) The manufacture and finishing of plastic heels.

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 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 plastic heels by injection or compression moulding:

- (i) This clause 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 not be 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 5s. 9d. per shift in addition to ordinary rates. A worker employed only on afternoon or night shifts shall while so employed, be paid 7s. 1d. 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 clause 3 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 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 mornings for which payment shall be 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 Saturdays 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 Years 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 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. Annual holiday leave shall be granted in accordance with the Annual Holidays Act 1944, provided however, that on completion of 10 years continuous service with the same employer, and on completion of every subsequent year after the aforesaid 10 years of continuous service, the period of annual leave shall be three weeks. 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 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 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 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 serious 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.

(e) Particulars of how net wages are calculated shall be handed to the worker showing hours worked, bonus, tax deductions, net wages due.

Wages of Adult Male Workers

9. (a) Adult male workers who have had at least one year's experience in the industry shall be paid a minimum rate of 8s. 1d. per hour.

(b) Adult male workers who have not had one year's experience in the industry shall be paid a minimum rate of 7s. 11d. per hour.

Employment of Boys and Youths

10. (a) Boys and youths under the age of 21 may be employed at operations other than setting up, turning and skiving, at the following weekly rates of wages:

		Per Week		
		£.	s.	d.
Commencing under 17 years of age	.. ..	7	2	6
Between 17 and 18 years of age	.. ..	8	7	6
Between 18 and 19 years of age	.. ..	9	12	6
Between 19 and 20 years of age	.. ..	10	17	6
Between 20 and 21 years of age	.. ..	12	12	6
Thereafter adult male rates.				

(b) Youths over the age of 19 may be employed at any operation in the industry at £12 7s. 6d. per week for the first six months, then at the rate as set out under clause 9 (b) for six months, thereafter at the rate under clause 9 (a).

(c) The proportion of youths employed under this clause shall not exceed one youth to each four or fraction of four adult male workers in any department who are paid in accordance with clause 9 (a) and (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.

Operations to be Performed by Females

11. (a) Females may be employed in the industry at the following operations: Heel covering, buffing and polishing of heels, inserting dowels, spraying, packing, size marking, sweeping and cleaning in female departments.

(b) Females may also be employed at top-piece attaching, and top-piece trimming at the rate as set out under clause 12 (b).

Provided that if a female worker is employed at operations other than those provided above, adult male rates shall be paid for the whole day during which such work is performed.

Wages of Adult Female Workers

12. (a) Except where otherwise provided in sub-clause (d) of clause 13 of this agreement, the minimum wage for females working in the industry shall be £10 6s. 8d. per week.

(b) Females employed on top-piece attaching, and top-piece trimming shall be paid £12 5s. per week.

Female Assistants

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

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

			Per Week		
			£.	s.	d.
Commencing under 16 years of age	..	..	5	7	6
Between 16 and 17 years of age	..	..	5	17	6
Between 17 and 18 years of age	..	..	6	12	6
Between 18 and 19 years of age	..	..	7	7	6
Between 19 and 20 years of age	..	..	8	2	6
Between 20 and 21 years of age	..	..	9	5	0
Thereafter	..	..	10	6	8

(e) The proportion of assistants employed under this clause shall not exceed one assistant to each two adult female workers.

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 6s. 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 6s. meal money, except in circumstances, beyond the control of the employer.

(b) In each factory suitable provisions 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 the 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 antiseptics shall be available in each department.

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 employment to re-purchase such tool or tools. All worn 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, tea, milk and sugar shall be provided by the employer 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 hot water, 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. Overalls shall be provided by the employer for workers employed on turning machines.

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

(o) By arrangement with the union and with the written consent of the workers concerned, the employer may deduct union fees from the wages of the workers and remit them to the union.

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 based on average standards of performance which shall enable a worker of average ability to earn at least 15 per cent above the current agreement 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 completion of the agreement.

(c) No variation or cancellation of any agreement shall be made without the concurrence of the employer, employee and the union secretary. Failing an agreement, the Conciliation Commissioner for the district will set up a disputes committee as provided in this agreement 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

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

(b) Foremen, forewomen and employers' sons shall not be eligible for membership of the union, and shall be outside the scope of this agreement.

(c) The employers 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.

(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.

Disputes Committee

21. The essence of this agreement 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 parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith, and not specifically dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of not less than two 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 organisations of employers and the organisations of workers parties to the agreement.

Copy of Agreement to be Posted Up

22. Every employer shall, during the continuance of this agreement 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 Agreement in Different Districts

23. Notwithstanding any point arising out of the previous clauses of this agreement, it shall be the right of any union in the federation to take proceedings for the enforcement of the agreement in its own industrial district and without reference to the executive of the federation.

Right of Entry Upon Premises

24. (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 far as to interfere 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

25. (a) Any adult person engaged or employed in any position of employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, 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 agreement so long as he continues in any position or employment subject to this agreement.

(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 member of a union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement 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 agreement.

(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

26. (a) Any worker who through old age or permanent disability is incapable of earning the minimum wage fixed by this agreement, 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 22.

(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 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.

(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.

Scope of Agreement

27. This agreement shall apply to the parties named herein and shall operate in the Northern and Canterbury Industrial Districts.

Term of Agreement

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

Dated at Christchurch this 1st day of December 1965.

Signed on behalf of J. Edwards and Sons (Auckland) Ltd:

H. BOSWELL.

Signed on behalf of Rocol Industries, Auckland:

R. G. DAVIES.

Signed on behalf of J. Edwards and Sons (Christchurch) Ltd.:

R. G. DAVIES.

Signed on behalf of N.Z. Plastic Heels Ltd. Auckland:

S. G. A. EDWARDS.

Signed on behalf of the New Zealand Federated Footwear Trade Industrial Association of Workers:

G. ROBINSON.
A. M. EVANS.