

(10090.) DUNEDIN (TWELVE-MILES RADIUS) BOOT-REPAIRERS.—  
AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Dunedin and Suburban Boot-repairers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Allan, J., 52 Prince Albert Road, St. Kilda, Dunedin.  
 Anderson, W., Boot-repairer, Moray Place, Dunedin.  
 Ashton, T., 4 Carroll Street, Dunedin.  
 Boothroyd, J., 59 Princes Street, Dunedin.  
 Burrows, J. F., 31 Maclaggan Street, Dunedin.  
 Buxton, E., 86A Highgate, Roslyn, Dunedin.  
 Clark and Son, 42 Stuart Street, Dunedin.  
 Collins, J., and Sons, 221 George Street, Dunedin.  
 Coxon, R. J., 224 Forbury Road, Caversham, Dunedin.  
 Dickson, C. R., 163 George Street, Dunedin.  
 Egan, J. A., 12 Grey Street, Port Chalmers.  
 Foster, A. J., 124 Taieri Road, Roslyn, Dunedin.  
 Fox, William, 672 King Street, Dunedin.  
 Gray, Jas., 5 Stafford Street, Dunedin.  
 Hallenstein Bros., Ltd., Boot-repairers, Octagon, Dunedin.  
 Harris, W., and Son, Ltd., 22 and 242 Princes Street, Dunedin.  
 Hastie, D. R., 153 Rattray Street, Dunedin.  
 Hendry, G. R., Gordon Road, Mosgiel.  
 Hudson, John, 277 South Road, Caversham, Dunedin.  
 Inglis, A. and T., Ltd., 71-85 George Street, Dunedin.  
 Irvine, H. G., 76B Musselburgh Rise, Anderson's Bay, Dunedin.  
 Isaacs, H. J., 135 Hanover Street, Dunedin.  
 Islip and Watt, 148 George Street, Dunedin.  
 Loft's, 174 Princes Street, Dunedin.  
 McAuslin, D., Gordon Road, Mosgiel.  
 McGuire, P., 33A City Road, Roslyn.  
 McKeeman, J., Vernon Smith's Corner, George Street, Dunedin.  
 Mallach, J. C., 130 George Street, Dunedin.  
 Mattingly, William, 561A Cargill Road, South Dunedin.  
 Millier, W. E., 109 North Road, North-east Valley, Dunedin.  
 Moloney, J., 285 South Road, Caversham, Dunedin.  
 Padman, T. O., 9A Maclaggan Street, Dunedin.  
 Penrose, R. J., Cookham House, 54 Princes Street, Dunedin.  
 Poulter, A. H. B., and Co., 229 King Edward Street, South Dunedin,  
 and 15 George Street, Dunedin.  
 Prosser, A. M., 259 King Edward Street, South Dunedin.  
 Pullen, J., 58 Princes Street, Dunedin.  
 Richards, A. H., 13 Frederick Street, Dunedin.  
 Sivertsen, W., 54 Stuart Street, Dunedin.  
 Stewart, William, 311 George Street, Dunedin.  
 Summerell, C. A., 28 Prince Albert Road, St. Kilda, Dunedin.  
 Thomas, A., 110 King Edward Street, South Dunedin.  
 Thomas, W. E., 2 George Street, Dunedin.  
 Voisey, F., 63 George Street, Port Chalmers.  
 Wilson, H. R., 17 Manse Street, Dunedin.  
 Wylie, R., Gordon Road, Mosgiel.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 18th day of May, 1931, and shall continue in force until the 18th day of May, 1933, 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 5th day of May, 1931.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

*Hours of Work.*

1. Forty-four hours shall constitute a week's work, to be worked between 8 a.m. and 5.15 p.m. or between 8.15 a.m. and 5.30 p.m. on five days of the week, and between 8 a.m. and 12.15 p.m. on the day of the statutory half-holiday.

*Wages.*

2. (a) Except where otherwise provided herein, the rates of wages for all workers coming within the scope of this award shall be 2s. 0 $\frac{1}{4}$ d. per hour.

(b) The wage in every case is an hourly one, and a worker shall be entitled to be paid only for the time worked.

(c) An employer may enter into an agreement with any of his employees for the payment of a weekly wage of not less than £4 5s. per week, and no deduction shall be made from the weekly wage except for time lost through the worker's sickness or default.

(d) Any worker who is employed for less than two days in any one week shall be paid 3d. per hour in addition to the ordinary rate.

#### *Payment of Wages.*

3. (a) All wages shall be paid weekly on Thursday or Friday, and punctually upon the termination of working-hours.

(b) In the event of pay-day being a holiday, wages shall be paid under the same conditions as set out in subclause (a) hereof on the day preceding the holiday.

(c) When a worker is discharged or leaves at any time other than the ordinary pay-time for the week, he shall be paid without delay all wages due to him at the time of his dismissal or time of leaving, as the case may be. Not more than one day's wages is to be retained (on pay-day) by any employer.

#### *Overtime.*

4. All work done outside of or in excess of the hours mentioned in clause 1 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first three hours, and thereafter double time.

#### *Meal-money.*

5. Employers shall allow meal-money at the rate of 1s. 6d. per meal when employees are called upon to work overtime, provided such workers cannot reasonably get home to their meals.

#### *Holidays.*

6. (a) The following shall be the recognized holidays: Christmas Day, New Year's Day, Good Friday, Easter Monday, Labour Day, Boxing Day, Anzac Day, and the birthday of the reigning Sovereign.

(b) When employees are required to work on any of the foregoing holidays or on Sundays they shall be paid double time for such time worked.

#### *Piecework.*

7. (a) An employer may arrange with his workers to work on piecework at rates to be mutually agreed upon between the employer and the union.

(b) An employer shall not be entitled to employ time-hands and pieceworkers at the same time, and his employees must be either time-hands or pieceworkers.

*Preference.*

8. (a) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 28th day of March, 1921, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union, upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions; and £1 for misconduct at a meeting of the union.

*Under-rate Workers.*

9. (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 the 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 fourteen days' notice shall have been given to such worker by the secretary of the union

requiring him to have his wage again fixed in 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.

(f) No such permit shall be granted to any person who is not usually employed in the industry to which the award applies.

(g) The proportion of under-rate workers shall not exceed one to every three fully-paid journeymen, or fraction of three.

#### *Termination of Engagement.*

10. Not less than one week's notice shall be given by either party of the termination of the employment, except in the case of casual hands, but nothing in this clause shall prevent an employer from summarily dismissing any worker for wilful misconduct, or a worker from immediately leaving his employment for just cause.

#### *Access to Award.*

11. A printed copy of this award shall be posted and remain posted during its continuance in a suitable position for reading at all reasonable times by any employee in each and every workshop or regular place of business where boot-repairers are employed.

#### *Foremen or Employers' Sons.*

12. (a) Every employer of two or more workers shall be entitled under this award to one foreman in addition.

(b) Foremen or employers' sons are not bound by the provisions of this award.

#### *Scope of Award.*

13. The operation of this award shall be limited to an area lying within a radius of twelve miles from the Chief Post-office, in the City of Dunedin.

*Term of Award.*

14. This award shall come into force on the 18th day of May, 1931, and shall continue in force until the 18th day of May, 1933.

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 5th day of May, 1931.

[L.S.]

F. V. FRAZER, Judge.

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MEMORANDUM.

The only matter left to the Court was that of wages. These the Court has settled on the lines of the Christchurch award.

F. V. FRAZER, Judge.

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