

OTAGO AND SOUTHLAND **BOOT-REPAIRERS AND BESPOKE WORKERS**—AWARD

In the Court of Arbitration of New Zealand, Otago and Southland Industrial Districts.—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 persons, firms, and companies (hereinafter called “the employers”):

Anderson Bros., 88 St. Andrew Street, Dunedin.

Brown’s Shoe Service Store, 147 Dee Street, Invercargill.

Cullen, A. R., Roxburgh Hydro.

Doolan, L. A., Ltd., 124 George Street, Dunedin.

Footwear Repair Service, 165 Dee Street, Invercargill.

Hannah, R., and Co. Ltd., 53 George Street, Dunedin.

Harris, W., and Co. Ltd., Princes Street, Dunedin.

Murray, R. W., 76 David Street, Caversham, Dunedin.

Robertson, A., and Son, 169 Thames Street, Oamaru.

Rose, A. A., 114 Main Street, Gore.

Young, A., 259 Main South Road, Caversham, Dunedin.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the abovementioned 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 26th day of February 1957 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 26th day of August 1955.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to Which Award Applies*

1. This award shall apply to the repairing of every class of footwear and to the making of bespoke work.

##### *Hours of Work*

2. Forty hours shall constitute an ordinary week's work, to be worked on not more than eight hours per day between the hours of 8 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

##### *Wages*

3. (a) The minimum rate of wages for journeymen and adult male workers shall be 5s. 2½d. per hour.

(b) Workers who are called upon to attend the workshop or factory shall be paid for not less than four hours' work, whether called upon to perform such work or not.

##### *Increase in Rates of Remuneration*

4. The rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilization Regulations 1953, and dated the 28th day of October 1954.

(EXPLANATORY NOTE.—The general order of the 28th October 1954 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 13 per cent thereof, but excluded from the scope of the increase—

- (1) Such portion of the remuneration of each worker in each week as exceeded the amount of £12 in the case of adult male workers, the amount of £9 in the case of adult female workers, and the amount of £7 in the case of male and female workers under the age of twenty-one years; and
- (2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term "remuneration" means salary and wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

*Piecework*

5. (a) Piecework may be worked at rates to be 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 workers must be either time hands or pieceworkers.

*Payment of Wages*

6. (a) All wages shall be paid weekly not later than Thursday punctually upon the termination of working hours.

(b) In the event of pay day being a holiday, wages shall be paid upon 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 the time of leaving, as the case may be. Not more than one day's wages shall be retained (on pay day) by any employer.

*Rest Period*

7. A ten-minute rest period shall be allowed in the morning and in the afternoon to all workers.

*Overtime*

8. All time worked in any one day outside or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that four hours may be worked at time and a half rates up to noon on Saturdays.

*Holidays*

9. (a) The following shall be observed as holidays and paid for: Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Good Friday, Easter Monday, Anniversary Day or a day in lieu thereof to be mutually agreed upon, Anzac Day, the birthday of the reigning Sovereign, and Labour Day.

(b) For work done on any of these days, double rates shall be paid in addition to the payment for the holiday.

(c) In the event of a holiday, other than Anzac Day, falling on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(d) Holidays shall be allowed in accordance with the Annual Holidays Act 1944: Provided that a worker, on the completion of the eleventh year and each subsequent year of continuous service with the same employer, shall be given three weeks' holiday.

*General Provisions*

10. (a) Cloth aprons shall be supplied where required and shall remain the property of the employer.

(b) A place suitably protected from dust shall be provided for workers to hang their clothes.

(c) Washing facilities including soap, towels, and hot water shall be provided.

*Termination of Employment*

11. 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 employer for just cause.

*Where Work Shall be Performed*

12. All work shall be performed in the employer's workshop.

*Materials*

13. Employers shall provide all tools and materials. Such tools shall remain the property of the employer.

*Meal Money*

14. Employers shall allow meal money at the rate of 4s. per meal when workers are called upon to work overtime after one hour later than the usual time for ceasing work, provided that such workers cannot reasonably get home to their meals. The payment provided for herein shall not be subject to the increase specified in clause 4.

*Right of Entry*

15. The secretary or duly authorized officer of the union of workers 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.

*Matters Not Provided For*

16. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

*Workers to be Members of Union*

17. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

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

(NOTE.—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

#### *Under-rate Workers*

18. (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.

#### *Foremen and Employers' Sons*

19. Every employer of three or more workers shall be entitled to one foreman in addition. Such foreman and the employers' sons shall be exempt from the provisions of this award.

#### *Application of Award*

20. 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*

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

#### *List of Employees*

22. At the request of the secretary, but not more often than once in three months, the employer shall supply to the union a list of workers employed under this award.

*Term of Award*

23. This award, in so far as rates of wages are concerned, shall be deemed to have come into force on the 4th day of August 1955, and so far as all other conditions 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 26th day of February 1957.

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 26th day of August 1955.

[L.S.]

A. TYNDALL, Judge.

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MEMORANDUM

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

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.

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