

**NEW ZEALAND (EXCEPT OTAGO AND SOUTHLAND) FOOTWEAR REPAIRERS
AND BESPOKE WORKERS—AWARD**

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

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, 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 under-mentioned persons, firms, and companies (hereinafter called “the employers”):

NORTHERN INDUSTRIAL DISTRICT

Auckland Footwear Repair Co. Ltd., 332 Broadway, Newmarket, Auckland.
Chambers' Shoe Repairs, 160 College Hill, Ponsonby, Auckland.
Coulter, J. P., and Son, Garden Place, Hamilton.
Farmers Trading Co. Ltd., Hobson Street, Auckland.
Giles, P., and Son, 160 Hobson Street, Auckland.
Hannah, R., and Co., 77 Victoria Street, Hamilton.
Superior Shoe Service, 486 Queen Street, Auckland.
Uneda Shoe Repairs, Galway Street, Auckland.

TARANAKI INDUSTRIAL DISTRICT

Byers, Arthur, 73 Devon Street, New Plymouth.
Clegg and Stevens Ltd., 10 Devon Street, New Plymouth.
Lanksheer, R. M., 64 Egmont Street, Patea.
Parr's Shoe Service, 102 Devon Street, New Plymouth.
Rogers, E. T., McLean Street, Waitara.
Swinton, R. D., 50 Victoria Street, Hawera.
Talbot, C. S., Bridge Street, Eltham.

WELLINGTON INDUSTRIAL DISTRICT

Bassett, H. E., 157 Somme Parade, Aramoho.
Cook's Footwear Service, 71 Guyton Street, Wanganui.
Gemmell's Shoe Store, 37 Victoria Street, Wanganui.
Hannah, R., and Co., Cuba Street, Wellington.
Hoare, M., High Street, Lower Hutt.
Hurry-up Boot Co., 43 Willis Street, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

Atkinson, N. J., 14 Maxwell Road, Blenheim.
Hannah, R., and Co., Market Street, Blenheim.
Healey's Shoe Repairs, Market Street, Blenheim.
Hyndman, S., Market Street, Blenheim.
Michell, R. A., 2 George Street, Blenheim.

NELSON INDUSTRIAL DISTRICT

DeLuxe Shoe Co., Trafalgar Street, Nelson.
 Hannah, R., and Co., Trafalgar Street, Nelson.
 Kinzett, C., High Street, Motueka.
 Mockett, C. L., and Co. Ltd., Main Road, Stoke.
 Smith Bros., 90 Hardy Street, Nelson.
 Taylor's Footwear Store, Queen Street, Richmond, Nelson.
 Uskide Repair Service, 65 Bridge Street, Nelson.
 Watsons Shoe Repairs, High Street, Motueka.
 Whitwells Shoe Repairs, High Street, Motueka.

WESTLAND INDUSTRIAL DISTRICT

Bryant, W. G., Revell Street, Hokitika.
 Cosgrove, M., Palmerston Street, Westport.
 Hannah, R. and Co., Tainui Street, Greymouth.
 Oliver's Shoe Store, Weld Street, Hokitika.
 Smith's, Ron, Shoe Repairs, 42 Mawhera Quay, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Gimblett, S. E., 160 High Street, Rangiora.
 Hancox, E. G., King Street, Temuka.
 Hannah, R., and Co., 750 Colombo Street, Christchurch.
 Lion Shoe Services, 76 Cashel Street, Christchurch.
 Manchester Shoe Service Ltd., 184 Manchester Street, Christchurch.
 Para Rubber Co. Ltd., 152 High Street, Christchurch.
 Parkes and Farrant Ltd., 229 St. Asaph Street, Christchurch.
 Souter's Shoe Store, 284 Stafford Street, Timaru.

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 15th day of July 1965 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 22nd day of July 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply:

- (a) To the repairing and altering of every class of footwear; and
- (b) To the making, clicking, rough-stuff cutting, and finishing of bespoke work.

Hours of Work

2. Forty hours shall constitute a week's work, to be worked between the hours of 8 a.m. and 5 p.m. or 8.30 a.m. and 5.30 p.m. in the case of workshops attached to retail shops, on the five days of the week, Monday to Friday inclusive, and not more than eight hours per day.

Wages

3. (a) The minimum rate of wages for adult male workers shall be 7s. 3½d. per hour.

(b) Workers employed on bespoke work as provided for in subclause (b) of clause 1 hereof shall be paid a minimum of 7s. 4½d. per hour whilst so employed.

(c) Female workers shall be paid not less than £10 per week.

Payment of Wages

4. (a) Every employer shall pay to each worker employed by him all moneys due to such worker at least once in each week. The employer shall arrange for all wages to be paid within five minutes before the close of the day on which wages are paid and within 24 hours of the close of the week. Where workers, through the fault of the employer, are required to make a special visit to the workshop in order to obtain wages due, they shall be paid for not less than four hours' work on this account. When a holiday falls on a Thursday or Friday wages shall be paid not later than the preceding Wednesday.

(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, or as provided in clause 7 hereof.

(c) Particulars of how net wages are arrived at shall be handed to the worker showing hours worked, bonus (if any), tax deductions, and net wages due.

Overtime

5. All time worked on 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.

Holidays

6. (a) The following shall be the recognised holidays, which shall be paid for at ordinary rates except when the holiday falls on a day other than an ordinary working 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, Christmas Day, Boxing Day, and Anniversary Day or another day in lieu thereof.

If any one of the above holidays, other than Anzac Day, shall fall on a Saturday or a Sunday, then such holiday shall be observed on the following Monday, and in the event of another holiday falling on such Monday such other holiday shall be observed on the following Tuesday.

(b) Where employees are required to work on any of the above-mentioned holidays or on Sundays, they shall be paid double rates in addition to such payments as they may be entitled to under subclause (a) of this clause.

(c) Annual holidays shall be granted in accordance with the provisions of 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.

Termination of Employment

7. 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.

Where Work Shall be Performed

8. (a) All work in the clicking, making, finishing, rough-stuff repairing, and bespoke department shall be performed in the factory or workshop, except as hereinafter provided.

(b) A committee consisting of three representatives of the employers and three representatives of the union (parties to this award), and known as the "advisory committee" shall be set up to deal with all applications for permits to work at home, which shall be granted only in cases where the worker is, through old age or permanent disability, incapable of attending the workshop. No resolution of the committee shall be carried unless a majority of the representatives on each side are in agreement.

Machinery and Subdivision of Labour

9. (a) It is the employer's right to introduce whatever machinery his business may require and to divide or subdivide labour in any way he may deem necessary, subject to the payment of wages as hereinbefore set forth.

(b) Any system of subdivision of labour may be used, either in connection with hand or machine labour, in the manufacture of bespoke and surgical work, but the employer shall arrange the subdivision so that the product of each worker is a separate and independent operation.

Materials

10. Employers shall provide all tools and materials.

Control of Workshop

11. Every employer is entitled to the fullest control over the management of the workshop and to make such regulations (within the provision of the statute) as he deems necessary for time-keeping and good order.

Access to Workshop

12. Every employer bound by this award shall permit the secretary or other authorised officer of the union to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Foreman and Employer's Sons

13. Every employer shall be entitled to one foreman where four journeymen are employed in any workshop, provided such foreman is substantially engaged in supervision. Such foreman and the employer's sons and daughters shall be exempt from clause 15 of this award.

General Conditions

14. (a) Workers required to work overtime after one hour later than the usual time for ceasing work shall be paid 5s. meal allowance if notice has not been given the previous day.

(b) Employers shall notify the secretary of the union of the names of all new employees at the time he makes his periodical visit.

(c) The provisions of the Factories Act relating to dining and sanitary and washing facilities shall be deemed to be part of this award. Hot water, soap and towels shall be provided by the employer.

(d) Ten minutes' break without deduction of pay shall be allowed workers morning and afternoon.

(e) Workers shall be provided with aprons. Where workers are substantially employed on finishing and stitching machines, they shall be supplied with smocks.

Unqualified Preference

15. (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

16. (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 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.

Matters Not Provided For

17. The essence of this award being that the work of the employers 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 the advisory committee, 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. Either side shall have the right of 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.

Copy of Award

18. A copy of this award shall be posted in an accessible place in the workroom.

Scope and Application of Award

19. (a) This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, and Canterbury Industrial Districts.

(b) 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.

Term of Award

20. 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 15th day of

July 1963, 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 15th day of July 1965.

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 22nd day of July 1963.

[L.S.]

A. TYNDALL, 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 Act 1961), the Court has inserted clause 15 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
