

OTAGO AND SOUTHLAND FOOTWEAR 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 1954; and in the matter of an industrial dispute between the Dunedin Operative Bootmakers Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned person, firms, and companies (hereinafter called “the employers”):

Craftsman Shoe Service, 280 Dee Street, Invercargill.
 Ferry’s Shoe Service, 111 Tay Street, Invercargill.
 Hannah, R., and Co. Ltd., 33 George Street, Dunedin.
 Harris, W., and Son Ltd., Princes Street, Dunedin.
 Laing’s Shoe Repair Service, 450 George Street, Dunedin.
 McDiarmids (Oamaru) Ltd., 81 Thames Street, Oamaru.
 Mack’s Footwear Repair Service, 6 Water Street, Dunedin.
 Williams, E. P., 4 Castle Street, 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 30th day of June 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 6th day of February 1964.

[L.S.]

A. TYNDALL, Judge.

 SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the repairing of every class of footwear.

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 7s. 3½d. 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.

Piecework

4. (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

5. (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

6. A 10-minute rest period shall be allowed in the morning and in the afternoon to all workers.

Overtime

7. 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

8. (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 tenth year and each subsequent year of continuous service with the same employer, shall be given three weeks' holiday.

General Provisions

9. (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

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 employer for just cause.

Where Work Shall be Performed

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

Materials

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

Meal Money

13. Employers shall allow meal money at the rate of 5s. 2d. 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.

Right of Entry

14. The secretary or duly authorised 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

15. 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 14 days after such decision shall have been communicated to the party desiring to appeal.

Unqualified Preference

16. (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

17. (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.

Foremen and Employers' Sons

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

Application of Award

19. 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

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

List of Employees

21. 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

22. 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 12th day of December 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 30th day of June 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 6th day of February 1964.

[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 Amendment Act 1961), the Court has inserted clause 16 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
