

(10580.) WELLINGTON HARDWARE-MERCHANTS' EMPLOYEES.—
AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT,
1913.

THIS agreement made the 2nd day of February, 1934, between the Wellington Hardware-merchants Assistants Guild, Inc., a society duly incorporated under the provisions of the Incorporated Societies Act, 1908 (hereinafter referred to as "The Guild"), of the one part, and the following hardware companies, viz.: Briscoe, E. W. Mills, and Co., Ltd., John Duthie and Co., Ltd., and C. and A. Odlin Timber and Hardware Co., Ltd., being members of the Wellington Hardware

Association, and all being incorporated under the provisions of the Companies Act, 1908, and carrying on business in Wellington (hereinafter referred to as "the employers") of the other part, witnesseth that, as between the parties hereto, the terms, conditions, and provisions set out in the Schedule hereto annexed shall be binding upon the said parties and deemed to be and they are hereby incorporated in and declared to form a part of this agreement: And, further, the said parties shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms and conditions and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

	Wages.	Per Week.		
		£	s.	d.
1. Scale for first year	0	15	0
Scale for second year	1	0	0
Scale for third year	1	5	0
Scale for fourth year	1	12	0
Scale for fifth year	2	2	0
Scale for sixth year	2	10	0
Scale for seventh year	3	0	0
Scale for eighth year	3	10	0
Scale for ninth year	4	5	6

2. Wages over and above the aforementioned scale and clause 4 hereafter shall be left to the discretion of the individual employer.

3. Subject to the provisions of clause 4 hereafter, it is agreed between the parties hereto that in case of office employees all previous office experience is to be taken into account with reference to the provisions of this agreement.

4. Typists:—	Wage per Week.		
	£	s.	d.
First year	1	0	0
Second year	1	5	0
Third year	1	10	0
Fourth year	2	0	0

If no shorthand: 5s. per week less for third year; 10s. per week less for fourth year.

Fully competent shorthand-typists: £2 15s. per week.

5. Town and country travellers: Wages as per arrangement with employers.

Date upon which the Agreement comes into Force.

6. The whole of the aforementioned wages schedules which are to be considered as minimum rates are to come into operation as from the 2nd day of February, 1934, and to be effective until the 1st day of February, 1935.

Holidays Schedule.

7. First year employees } To receive one week exclusive of
 Second year employees } statutory holidays.
 Third year employees } To receive ten days exclusive of
 Fourth year employees } statutory holidays.
 Employees with more than four years' service to receive two
 weeks holiday exclusive of statutory holidays.

Special holidays : The employers are to give at least twenty-four hours' notice to their staffs where possible of their intention to close their premises for any special holiday.

Absences.

8. Should any employee be absent from work through sickness, default, or other cause on any day or days, at the discretion of the employers such period of absence may be deducted from his or her wages or annual holiday, and a doctor's certificate must be produced where the employee is absent for three days or more.

Pilfering.

9. The members of the Guild agree to give all and every assistance in the detection and prevention of pilfering.

Unemployed List.

10. The secretary of the Guild shall keep a list of all members (financial) who are out of employment, and it is further agreed that the employers will first apply to the aforementioned secretary if they (the employers) are in need of permanent or casual assistance on the staff.

11. Any application made by or any benefits, rights, privileges, or other advantages of whatsoever kind accruing to the Guild shall be for financial members of the Guild only.

12. Any employee who considers himself or herself incapable of earning the minimum rate of wages provided by this agreement may be paid at such lower rate of wages as may from time to time be agreed upon by the employers and the Guild, after notice in writing has been given by such employee to the Hardware Association and to the Guild to fix such lower rate. Such lower rate shall not be for a period of more than two months: Provided, however, such period may be extended for a further period not exceeding in all six months as may be agreed on from time to time between the Hardware Association and the Guild.

Disputes.

13. The essence of this agreement is that the work of the employer shall always proceed in a customary manner, and shall not on any account whatsoever be impeded. It is provided that if any dispute

or difference should arise between the parties bound by this agreement, whether as to its construction or meaning or as to any other matter whatsoever arising out of or connected therewith, every such dispute or difference shall be referred by either party for decision to a committee consisting of two members of the Employees Guild and two members of the Hardware Association, who shall jointly elect a fifth member as an independent chairman. The decision of the majority of the committee shall be binding.

Hours of Employment.

14. The ordinary hours of work shall not exceed forty-eight in any week, and, save as hereinafter provided, shall be worked between 8.15 a.m. and 5.30 p.m. on four days of the week, 8.15 a.m. and 12.30 p.m. on one day of the week, and 8.15 a.m. and 9 p.m. on one day of the week: Provided that workers required for sweeping or cleaning shall be permitted to commence work earlier than the times herein specified, provided that equivalent time off is given at the end of the working-day: Provided also that workers required for sweeping or cleaning may be employed till 6 p.m. on any day, except the day of the half-holiday, and 1 p.m. on such day, on condition that such worker shall start work correspondingly later than the time specified herein.

Overtime.

15. All time worked in excess of or outside the hours prescribed by this award shall be paid for at time and a half rate, with a minimum payment at the rate of 1s. per hour.

The seal of the Wellington Hardware Merchants' Assistants' Guild was hereunto affixed by the President, and vice-president in the presence of—

[SEAL.]

C. B. WILLIS, President.
J. A. LARMER, Vice-President.
F. KNIGHT, Acting-Secretary.

Signed on behalf of—

Briscoe, E. W. Mills, and Co., Ltd.—

A. RONALD EVANS.

John Duthie and Co., Ltd.—

W. G. DUTHIE.

The C. and A. Odlin Timber and Hardware Co., Ltd.—

C. W. RICKARD, Director.

In the presence of—L. Campbell.

13th February, 1934.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Wellington, pursuant to section 8 (1) of the said Act, on the 15th day of February, 1934.