

(11221.) WELLINGTON INDUSTRIAL DISTRICT **OPTICAL EMPLOYEES.**—  
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, between the Wellington Industrial District Opticians' Industrial Union of Employers, of the one part, and hereinafter called "the employer," and the Wellington Optical Employees' Industrial Union of Workers, of the other part, and hereinafter called "the employees," whereby it is mutually agreed by and between the said parties hereto, that is to say :—

1. That the terms and conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, 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, stipulations, and provisions, but shall in all respects abide by and perform the same.

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SCHEDULE.

*Classification.*

1. (a) A learner is a person employed in a factory on optical work, and who has not completed five years' service.

(b) A mechanic is a person employed in a factory on optical work, and who has completed five years' service.

(c) An attendant is a person who is principally employed in a retail establishment, and who attends to clients and performs any other necessary work.

*Hours of Work.*

2. (a) The hours of work for learners and mechanics in the factory shall be forty (40) per week, to be worked on five and a half days of the week.

(b) The hours of work for assistants in optical rooms or shops shall be forty-four (44) per week, to be worked on five and a half days of the week.

*Wages.*

3. The following shall be the minimum rates of wages :—

(a) Learners—	Per Week.		
	£	s.	d.
First six months of service .. ..	0	15	0
Second six months of service .. ..	1	0	0
Third six months of service .. ..	1	5	0
Fourth six months of service .. ..	1	10	0
Fifth six months of service .. ..	1	15	0
Sixth six months of service .. ..	2	0	0
Fourth year .. ..	2	7	6
Fifth year .. ..	3	2	6
Sixth year .. ..	5	0	0

An employer who is a registered optician shall be entitled to employ one learner.

In cases where two or three workers are employed, one of such workers must have served not less than five years at the trade.

In cases where four or more workers are employed, one of such workers must have served not less than five years at the trade, and one other of such workers must have served at least three years at the trade: Provided that nothing contained in the foregoing clause shall effect any staff arrangements in existence on the coming into force of this agreement.

(b) Mechanics: £5 per week.

Mechanics in charge of three or more workers shall be classed as "foremen," and shall be paid not less than £5 10s. per week.

(c) Attendants:—	Male.			Female.		
	Per Week.			Per Week.		
	£	s.	d.	£	s.	d.
First six months of service .. ..	0	15	0	0	15	0
Second six months of service .. ..	1	0	0	0	19	0
Third six months of service .. ..	1	5	0	1	3	0
Fourth six months of service .. ..	1	10	0	1	7	0
Fifth six months of service .. ..	1	15	0	1	11	0
Sixth six months of service .. ..	2	0	0	1	15	0
Fourth year .. ..	2	7	6	2	0	0
Fifth year .. ..	3	2	6	2	5	0
Thereafter .. ..	4	0	0	2	10	0

*Holidays.*

4. (a) The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, and the day of the Reigning Sovereign's Birthday.

(b) If any day shall be generally observed in lieu of any of the above-named holidays, such day shall, for the purpose of this agreement, be substituted for the specified holidays.

(c) For all work done on any of the above-named holidays double-time rates shall be paid.

*Annual Holiday.*

5. Workers on completion of each year of service shall receive ten working-days' holiday on full pay.

*Overtime.*

6. All time worked in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half, with a minimum of 1s. 6d. per hour.

*Meal-money.*

7. Meal-money at the rate of 1s. 6d. per meal shall be paid in accordance with the requirements of the Shops and Offices Act, 1921-22, and its amendments, or the Factories Act, 1921-22, and its amendments, as the case may be.

*Payment of Wages.*

8. Wages shall be paid weekly, and not later than Friday in each week.

*Weekly Employment.*

9. The employment shall be deemed to be a weekly employment, and no deduction shall be made from the weekly wages of any worker except for time lost through the worker's default, sickness, or accident.

*Termination of Employment.*

10. Not less than seven (7) days' notice shall be given by either party of the termination of the employment; but nothing in this agreement shall prevent any employer from summarily dismissing any worker for misconduct.

*Under-rate Workers.*

11. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 workers' 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 with the president or secretary of the union in writing 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.

#### *Preference.*

12. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in the industry to which this agreement relates any adult person who is not for the time being a member of an industrial union of workers bound by this agreement, or who is not for the time being a member of a trade-union, which was registered as such before the 1st day of May, 1936, and which is bound by this agreement.

(b) For the purpose 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 agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

#### *Matters not provided for.*

13. The essence of this agreement 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 agreement or any of them, as to any matter whatsoever arising out of or connected therewith, and not dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, 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 to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

*Scope of Agreement.*

14. This agreement shall operate throughout the Wellington Industrial District.

Nothing in this agreement shall apply to registered opticians unless the time worked in the factory or as an attendant exceeds one-third of their working-time.

*Term of Agreement.*

15. This agreement shall come into force on the 2nd day of November, 1936, and shall continue in force until the 2nd day of November, 1937.

In witness whereof the parties hereto have executed these presents the day and year first before written :—

For and on behalf of the Wellington Industrial District Opticians' Industrial Union of Employers—

[L.S.]

C. W. SHEPLEY, President.  
W. J. MOUNTJOY, Secretary.

Witness to the above signatures—R. Williamson.

For and on behalf of the Wellington Optical Employees' Industrial Union of Workers—

[L.S.]

L. C. AVERY, President.  
R. F. BLACK, Secretary.

Witness to the above signatures—R. Williamson.

Dated at Wellington, this 29th day of October, 1936.