

**(11319.) WELLINGTON (TWENTY-FIVE MILES RADIUS) CLERICAL WORKERS (MANUFACTURERS).—AWARD.**

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; and in the matter of an industrial dispute between the Wellington Clerical Workers Industrial Union of Workers (hereinafter called "the union") and the undermentioned industrial union of employers, persons, firms, and companies (hereinafter called "the employers") :—

The Wellington District Paint, Varnish, and Allied Products Manufacturers Industrial Union of Employers.

- Abelco Ltd., corner of Vivian and Tory Streets, Wellington.
- Adams Bruce, Ltd., Majoribanks Street, Wellington.
- Acetone Illuminating and Welding Co., Ltd., Thorndon Quay.
- Alder and McKay, Ltd., Halley's Lane.
- Alexander, K., and Co., 72 Dixon Street.
- Amos Softgoods, Ltd., 72 Victoria Street.
- Anita Millinery Co., 64 Manners Street.
- Aspro Ltd., 15-17 Marion Street.
- Atlas Engineering Works, 12 Leeds Street.
- Aulsebrook and Co., Ltd., Wakefield Street.
- Auto Machine Manufacturing Co., Ltd., 232 Thorndon Quay.
- Ballinger, Thos., and Co., Ltd., 58 Victoria Street.
- Banks Box Co., Ltd., National Bank Buildings, Featherston Street.
- Banks, C. M., Ltd., Grey Street.
- Beardsley, Geo., and Co. (N.Z.), Ltd., 185 Willis Street.
- Beavon Bros., Ltd., College Street.
- Bell Bird Underwear, Ltd., Sturdee Street.
- Berkshire Textile Manufacturing Co., Ltd., Courtenay Chambers.
- Berger, Lewis, and Sons (N.Z.), Ltd., Torrens Terrace.
- Billiards Ltd., Bakers Building, Featherston Street.
- Blake, Leo., Ltd., Hope Gibbons Building, Dixon Street.
- Bolt and Sutherland, 78 Jervois Quay.
- Booker, T. R., 41 Dixon Street.
- Bostock's Polishes (N.Z.), Ltd., corner of Adelaide and William Streets, Petone.
- Briscoe, E. W. Mills, and Co., Ltd., Jervois Quay.
- Brownlee Ltd., Kilbirnie.
- Bryant and May, Bell, and Co., Ltd., Tory Street.
- Burgess, F. C., 43 Victoria Street.
- Burt, A. and T., Ltd., Courtenay Place.
- Burt, Gordon H., 160 Lambton Quay.
- Cathie and Sons, Ltd., 11A Marion Street.
- Cher, P., and Co., 149 Manners Street.
- City Plating Works, 2 Alpha Street.
- Clayson Shoe Co., Ltd., Oak Park Avenue, off Vivian Street.
- Collier and Beale, 66 Ghuznee Street.
- Comstock, The W. H., Co., Ltd., Farish Street.
- Cook, Wm., and Sons, Ltd., Hutt Road, Petone.
- C.O. Products, 163 Adelaide Road.
- Coulls, Sommerville, Wilkie, Ltd., Lambton Quay.
- Cowan, Alex., and Sons, Ltd., Harris Street.
- Crawley, Ridley, and Co., Ltd., 116 Taranaki Street.
- Crown Laundry, Ltd., Hospital Road.
- Davenport, T. J., 16 King Street, Wellington.
- Dear, T. W., Ltd., 138 Wakefield Street.

De Lacy, Ltd., 32 Egmont Street.  
 Denhard Bakeries, Ltd., 194 Adelaide Road.  
 Denton, P. N., Ltd., 260 Lambton Quay.  
 Dickinson, John, and Co., Frederick Street.  
*Dominion*, The, Mercer Street.  
 Dominion Confectionery Co., Ltd., Forrester's Lane, off Tory Street.  
 Dominion Drug Co., Ltd., Egmont Street.  
 Donkin, H., 39 Bond Street.  
 Donn, J., 57 Cuba Street.  
 Dutch, W. A. J., 262 Wakefield Street.  
 Empire Manufacturing Co., Ltd., Hopper Street.  
 Empire Printing and Box Manufacturing Co., Ltd., Douglas Street.  
 Eno, J. C., Ltd., 104 Dixon Street.  
 Eruptite Safety Explosive, Ltd., Park Road, Miramar.  
 Excelsior Supply Co., Ltd., 50 Victoria Street.  
*Evening Post*, Willis Street.  
 Fama Stonewood Flooring Co., 10 Tory Street.  
 Fashions Ltd., Courtenay Place.  
 Fisher, D. P., Ltd., Wigan Street.  
 Fishoilene Co. of Aust., Ltd., 50 Courtenay Place.  
 Fluenzol Pty., Ltd., Thorndon Quay.  
 Foods and Drugs (N.Z.) Ltd., 191 Thorndon Quay.  
 Freedman, Chas., 101 Willis Street.  
 Frozen Products, Ltd., 25 Tennyson Street.  
 Gadsden and Co., Ltd., Jackson Street, Petone.  
 General Motor Co. of New Zealand, Ltd., Petone.  
 Gregory Hats, Ltd., 39 Victoria Street.  
 Gresham Millinery Co., 71 Victoria Street.  
 Hanson, H., and Co., Ltd., 39 Hopper Street.  
 Haycraft and Josling, 94 Willis Street.  
 Hart, B. L., and Co., Ltd., 92 Tory Street.  
 Henry Malleable Foundry Co., Jackson Street, Petone.  
 Hibberd, Son, and Burnes, Ltd., corner of Tory and Vivian Streets.  
 Hume Pipe Co. (Aust.), Ltd., Maritime Building, Customhouse Quay.  
 Hutcheson, Wilson, and Co., Ltd., Jervois Quay.  
 Jackson, G. H., Ltd., Wingfield Street.  
 Kaiapoi Woollen Manufacturing Co., Ltd., Victoria Street.  
 Kempthorne, Prosser, and Co's N.Z. Drug Co., Ltd., Victoria Street.  
 Khouri, F., and Co., 50 Courtenay Place.  
 Kia Ora Galvanising Co., Ltd., 134-136 Adelaide Road.  
 Kirkpatrick, S., and Co., Ltd., Dixon Street.  
 Kolynos (Inc.), Fletcher's Building, Willis Street.  
 Lambert Pharmacal Co. (N.Z.), Ltd., 64 Ghuznee Street.  
 Lankshear Printing Co., Ltd., Harris Street.  
 Lees, F., and Co., Dixon Street.  
 Lever Bros. (N.Z.), Ltd., Petone.  
 Levy, A., Ltd., Levy Building, Manners Street.  
 Livingstone, W. S., and Co., 123A Hanson Street.  
 Lockwood and Son, Ltd., Ghuznee Street.  
 Lowe's Foundry, Ltd., High Street, Lower Hutt.  
 Lustre Hosiery, Ltd., Lucas House, Wakefield Street.  
 Luke Bros., Ltd., Cable Street.  
 McCaskey and Son, Ltd., Clayton Avenue.  
 McCrae, David, Ltd., 10 Sturdee Street.  
 McKay, G. R., Ltd., 8 Herbert Street.  
 McLeod, Weir, and Hopkirk, 28 Johnston Street.  
 McPhun and Beavis, 12 Sturdee Street.  
 Margo Margarine Co., Ltd., 183 Rintoul Street.  
 Marshall, J. G., Ltd., 46 Adelaide Road.

Matheson and Wilkinson, Ltd., 20 Victoria Street.  
 Maunder, H. N., and Co., Ltd., 45 Lower Cuba Street.  
 Mayer and Kean, Ltd., 6 Willis Street.  
 Meazza, E., corner of Cuba and Vivian Streets.  
 Metters (N.Z.), Ltd., Petone.  
 Meadows, F. N. R., and Son, Ltd., 114 Wakefield Street.  
 Motor Radiators, Ltd., corner of Wakefield and Taranaki Streets.  
 Munt, Cottrell, Neilsen, and Co., Ltd., Petone.  
 Morrison and Morrison, 13 Garrett Street.  
 Nathan, Joseph, and Co., Ltd., Featherston Street.  
 National Electrical and Engineering Co., Ltd., Wakefield Street.  
 National Hat Mills, 15 Adelaide Road.  
 Nelson, Jas. G., 111 Taranaki Street.  
 Nestle and Anglo-Swiss Condensed Milk Co. (Aust.), Ltd., Ghuznee Street.  
 Newton, J., and Son, Ltd., Kaiwarra.  
 Niven, J. J., and Co., Ltd., 67 Taranaki Street.  
 N.Z. Cannister Co., Ltd., Taranaki Street.  
 N.Z. Insulators, Ltd., Wakefield Street.  
 N.Z. Platers, Ltd., 100 Dixon Street.  
 N.Z. Slippers, Ltd., Wakefield Street.  
 Osborne, A. W., Ltd., Dominion Building, Mercer Street.  
 Osborne Manufacturing Co., Ltd., Howes Lane, off Dixon Street.  
 Osmand and Son (N.Z.), Ltd., Knigge Avenue, off Vivian Street.  
 Pallo Ltd., 96 Courtenay Place.  
 Parsonage and Co., Ltd., 3A Majoribanks Street.  
 Partridge, L. R., 55 Lower Cuba Street.  
 Pepsodent Co. (N.Z.), Ltd., Levy Building, Taranaki Street.  
 Petrous Tile Co., Ltd., Seatoun Road.  
 Phoenix Plating Co., 79 Adelaide Road.  
 Phythian, J. F., Ballingers Building, Victoria Street.  
 Pinchin, Johnson, and Co. (N.Z.), Ltd.  
 Precision Engineering Co., Ltd., 77 Kent Terrace.  
 Pearce, Jas., Oak Park Avenue.  
 Petone Steam Laundry, Petone.  
 Quality Transfer Co. (N.Z.), Ltd., 13 Garrett Street.  
 Radio Corporation of New Zealand, Ltd., 80 Courtenay Place.  
 Research Laboratories, Ltd., 74 Abelsmith Street.  
 Reid, F. G., Ltd., Hutt Road, Petone.  
 Reid, L. E., and Co., Ltd., 43 Cuba Street.  
 Renown Clothing Co., 2 Herbert Street.  
 Rock, Doris, 7 Farish Street.  
 Rowe, S., and Sons, Ltd., 63 Cuba Street.  
 Ross and Glendinning, Ltd., 25 Victoria Street.  
 Roycroft Press, Ltd., Garrett Street.  
 Samuels and Kelly, Ltd., 37 Majoribanks Street.  
 Selwyn Millinery Co., 44-48 Victoria Street.  
 Scoullar Co., Ltd., Lambton Quay.  
 Silver, H. E. W., 30 Tory Street.  
 Smith and Smith, Ltd., Cuba Street.  
 Solar Storage Battery Co., Ltd., 80 Tory Street.  
 Standard Engineering Co., Ltd., 165 Taranaki Street.  
 Sterling Electro Plating Co., 10A Marion Street.  
 Stone, Son, and Co., Ltd., 64 Ghuznee Street.  
 Stratmore Bros., 19 Tory Street.  
 Stratmore, R. M., and Sons, 106 Courtenay Place.  
 Symington, R. and W. H., 63 Ghuznee Street.  
 Taylor, E. T., and Co., Ltd., 71 Courtenay Place.  
 Thyne, Meyer, and Smith, Ltd., Cuba Street.  
 Thomas, N. W., and Co., Ltd., Ellers Lane.

Tingey, R. and E., Co., Ltd., Manners Street.  
 Todd Motor Industries, Ltd., MacKenzie Street, Petone.  
 Todd Motors, Ltd., Courtenay Place.  
 Tolan Printing Co., Ltd., Courtenay Place.  
 Tombs, H. H., Ltd., 22 Wingfield Street, N. 1.  
 Tomlin, Glead, and Co., 123 Willis Street.  
 T.P.R. Printing Co., Ltd., Marion Street.  
 Triester and Co., 193 Vivian Street.  
 Turner and Evans, Ltd., 83 Adelaide Road.  
 Vacuum Cleaning Co., Ltd., 96 Courtenay Place.  
 Victoria Laundry, Ltd., Hanson Street.  
 Wallace, J. W., and Co., Ltd., 246 Wakefield Street.  
 Wellington Cordage Co., Ltd., Grey Street, Wellington.  
 Wellington Dry Cleaning Co., 9 Leeds Street.  
 Wellington Millinery Co., 35 Taranaki Street.  
 Wellington Paper Bag Co., Ltd., 147 Tory Street.  
 Wellington Publishers Co., Ltd., 80 Wakefield Street.  
 Whitelaw Bros., 5 Herbert Street.  
 Whittaker, J. H., and Sons, 167 Vivian Street.  
 Wholesale Furniture Factory, Ltd., 18 Tory Street.  
 Wills, W. D. and H. O., Ltd., Willeston Street.  
 Winstone Ltd., 12 Ghuznee Street.  
 Woolston Tanneries, Ltd., 22 Ghuznee Street.  
 "Worths" Ltd., 24 Manners Street.  
 Young Manufacturing Co., 222 Adelaide Road.  
 Zealandia Chair Co., Ltd., 129 Taranaki Street.  
 Zimme's Ltd., 10A Manners Street.  
 Zip Heaters, Ltd., 54 Cuba Street.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 from the 4th day of January, 1937, and shall continue in force until the 4th day of January, 1938, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 23rd day of December, 1936.

[L.S.]

E. PAGE, Judge.

## SCHEDULE.

*Wages.*

1. The minimum rates of weekly wages shall be as follows:—

## MALES.

Age at commencing Employment.	First Year.		Second Year.		Third Year.		Fourth Year.		Fifth Year.		Sixth Year.	Seventh Year.	Eighth Year.	Ninth Year.
	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.				
Under 16	15/-	20/-	25/-	30/-	35/-	40/-	45/-	52/6	60/-	67/6	76/-	85/-	95/-	105/-
16 to 17	20/-	25/-	30/-	35/-	40/-	45/-	52/6	60/-	67/6	76/-	85/-	95/-	105/-	..
17 to 18	25/-	30/-	35/-	40/-	45/-	52/6	60/-	67/6	76/-	85/-	95/-	105/-	..	..
18 to 19	32/6	37/6	42/6	50/-	57/6	65/-	76/-	85/-	90/-	95/-	105/-	..	..	..
19 to 20	40/-	47/6	57/6	67/6	76/-	80/-	85/-	90/-	95/-	105/-	..	..	..	..
20 to 21	55/-	65/-	76/-	80/-	85/-	90/-	95/-	105/-	..	..	..	..	..	..

Provided that a worker of twenty-one years or upwards shall receive not less than £3 16s. per week.

## FEMALES.

Age at commencing Employment.	First Year.		Second Year.		Third Year.		Fourth Year.	Fifth Year.	Sixth Year.	Seventh Year.
	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.				
Under 17	15/-	19/-	23/-	27/-	31/-	35/-	40/-	45/-	50/-	55/-
17 to 18	18/-	22/-	26/-	30/-	34/-	40/-	45/-	50/-	55/-	..
18 to 19	21/-	25/-	29/-	33/-	37/-	40/-	45/-	50/-	55/-	..
19 to 20	24/-	28/-	32/-	36/-	40/-	43/-	46/-	50/-	55/-	..
20 to 21	27/-	31/-	36/-	40/-	43/-	46/-	50/-	55/-	..	..

Provided that a worker of twenty-one years or upwards shall receive not less than £1 16s. per week.

*Hours.*

2. (a) The hours of work of clerical workers employed in manufacturing establishments shall not exceed those of the factory in which they are employed, to be worked as follows: On Monday, Tuesday, Wednesday, Thursday, and Friday between the hours of 7.30 a.m. and 5 p.m., except as provided in subclause (b) hereof.

(b) In factories which normally work on Saturday clerical workers may be employed on that day between the hours of 7.30 a.m. and 12 noon, provided the hours of the factory are not exceeded.

(c) No employer shall require any employee to do any work for him at the employee's home, and no employee shall consent to do any such work.

*Overtime.*

3. (a) All time worked in excess of the hours prescribed in clause 2 hereof shall count as overtime and shall be paid for at the rate of time and a half: Provided that all work done up to and including half an hour shall be deemed half an hour for the purpose of computing overtime payable, and all work done for any period exceeding half an hour and up to one hour shall count as one hour in the computation of overtime.

(b) When workers are required to work overtime on any day the employers shall pay such worker 1s. 6d. to enable him or her to obtain a meal, unless such worker has been notified on the day previously that he or she shall be required to work overtime: Provided that when such notice has been given and the worker's services are not required he or she shall receive the meal allowance.

*Casual Employees.*

4. Any person employed for less than one week shall be termed a casual worker.

Every casual worker shall be paid 20 per cent. above the weekly rate.

*Weekly Employment.*

5. (a) Subject to clause 3 hereof, the employment shall be deemed to be weekly employment, and no deduction shall be made from the weekly rate except for time lost through no fault of the employer, when time lost may be deducted.

(b) Not less than one working-week's notice shall be given by either party of the termination of employment except in the case of casual hands: Provided that nothing in this clause shall prevent an employer from summarily dismissing any worker for wilful misconduct or insubordination.

*Proportion of Juniors to Seniors.*

6. (a) The proportion of employees under twenty-one years of age in any firm shall not be increased in consequence of this award.  
 (b) The proportion of juniors shall not exceed two to each senior.  
 (c) The employer shall, for the purpose of proportion, be classed as a senior.

*No Reduction of Wages or Discharge of Employees in Consequence of this Award.*

7. (a) No employee coming within the scope of this award shall have his wages or salary reduced.  
 (b) No employee whose wage or salary would be increased in consequence of this award, or any other employee, shall be discharged in consequence of this award in order that his work may be done by a lower-paid employee.

*Attitude of Employers to their Employees.*

8. (a) No employer shall seek to influence the private lives of his employees, or in any way endeavour to control their conduct outside office hours.  
 (b) Employers shall allow their employees the maximum amount of personal freedom in relation to their work that is consistent with the maintenance of business efficiency.

*Annual Holidays.*

9. (a) In manufacturing establishments where the factories close down from Christmas Eve to and including the 2nd of January this period shall be given to the clerical workers as an annual holiday.  
 (b) In manufacturing establishments where no work is done on Saturday and which do not close down as provided for in subclause (a) of this clause seven (7) working-days' annual holiday shall be given to each clerical worker at a time to be mutually agreed upon between the employer and the worker: Provided that in establishments working a five and a half day week employees shall receive not less than eleven (11) working-days' holiday.  
 (c) A worker who has completed six months' service leaving the service of an employer shall be granted pay in lieu of the holidays mentioned in the preceding subclauses in proportion to his or her length of service.

*Conditions as to Offices.*

10. Every employer shall permit his employees, should they so desire, to have their lunch during the lunch interval on the premises, and shall provide such conditions as will enable them to do so in reasonable comfort.

*Under-rate Workers.*

11. (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.

*Workers to be Members of Union.*

12. (a) 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 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 award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(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.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Disputes.*

13. 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 dealt with in this award, 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 of 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.

*Exclusion of Executives.*

14. Nothing in this award shall apply to executive officers or persons in receipt of a salary of more than £400 per year.

*Scope of Award.*

15. This award shall operate throughout that portion of the Wellington Industrial District lying within a radius of twenty-five miles from the Chief Post-office, Wellington.

*Term of Award.*

16. This award shall come into force on the 4th day of January, 1937, and shall continue in force until the 4th day of January, 1938.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 23rd day of December, 1936.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The principal matter referred to the Court related to wages. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

E. PAGE, Judge.