

(11337.) NORTHERN, WELLINGTON, CANTERBURY, AND OTAGO AND
SOUTHLAND **SOFT-GOODS WAREHOUSEMEN'S.**—AWARD.

[Filed in the Office of the Clerk of Awards, Auckland.]

In the Court of Arbitration of New Zealand, Northern, Wellington, Canterbury and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the New Zealand Federated Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Association of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Auckland.

- Abanco Fabric Co., Elliott Street, Auckland, C. 1.
Abbott, Armstrong, and Howie, Warehousemen, 15 Elliott Street, Auckland, C. 1.
Ackroyd Bros., Warehousemen, 3 Palmerston Building, Queen Street, Auckland.
Ambler and Co., Ltd., Warehousemen, Wellesley Street W., Auckland, C. 1.
Banno Bros., Warehousemen, Civic Chambers, 35 Elliott Street, Auckland, C. 1.
Bing, Harris, and Co., Ltd., Warehousemen, Ngapuhi Chambers, Lorne Street, Auckland.
Blair and Kent, Ltd., Warehousemen, 29 Elliott Street, Auckland, C. 1.
Brett, Oliver, and Co., Warehousemen, 39 Elliott Street, Auckland, C. 1.
Brookbanks Ltd., Warehousemen, Victoria Street W., Auckland, C. 1.
Caro and Jerrat, Ltd., Warehousemen, Wyndham Street, Auckland, C. 1.
Classic Manufacturing Co., T. and G. Buildings, Elliott Street, Auckland, C. 1.
Cramp Nichols, Ltd., Warehousemen, British Chambers, High Street, Auckland.

- Dalton, J. H., and Co., Ltd., Warehousemen, Bradford Building, Elliott Street, Auckland.
- Dove and Co., Ltd., Warehousemen, T. and G. Building, Elliott Street, Auckland.
- Footo Bros., Warehousemen, Elliott Block, Elliott Street, Auckland, C. 1.
- Greer, R., and Son, Ltd., Warehousemen, Douglas Street, Auckland, W. 1.
- Hoare and Co., Warehousemen, 9 Wakefield Street, Auckland, C. 1.
- Hodge, J. M., Ltd., Warehousemen, 35 Elliott Street, Auckland, C. 1.
- Hooton, John P., Ltd., Warehousemen, Civic Chambers, Elliott Street, Auckland.
- Hodgson, James, and Sons, Ltd., Warehousemen, Victoria Street East, Auckland.
- Jamieson, R., and Co., Ltd., Warehousemen, Lorne Street, Auckland, C. 1.
- Kaiapoi Woollen Manufacturers, Ltd., Warehousemen, Wellesley Street W., Auckland.
- Kain, Reginald, Warehousemen, Civic Chambers, Elliott Street, Auckland, C. 1.
- Keesing, A. H., Warehousemen, 19 Elliott Street, Auckland, C. 1.
- Kilker Wear Co., Warehousemen, Elliott Street, Auckland, C. 1.
- Macky, Logan, Caldwell, Ltd., Warehousemen, Elliott Street, Auckland, C. 1.
- Mahon, J., Warehousemen, Darby Buildings, Elliott Street, Auckland, C. 1.
- Makower, McBeath, and Co., Ltd., Warehousemen, Elliott Street Auckland, C. 1.
- Manchester Importing Co., Ltd., Warehousemen, T. and G. Building, Elliott Street, Auckland, C. 1.
- Midlane Bros. (N.Z.), Ltd., Warehousemen, 3 Lorne Street, Auckland, C. 1.
- Payne, James, Ltd., Warehousemen, Courthouse Lane, Auckland, C. 1.
- Pickles, Joseph, and Son (N.Z.), Ltd., Warehousemen, Elliott Street, Auckland.
- Roberts (N.Z.), Ltd., Warehousemen, 29 Elliott Street, Auckland, C. 1.
- Ross and Glendining Ltd., Warehousemen, Elliott Street, Auckland, C. 1.
- Saracen Shoe Co., Ltd., Warehousemen, Hobson Street, Auckland, C. 1.
- Sargood, Son, and Ewen, Ltd., Warehousemen, Victoria Street, Auckland, C. 1.
- Shackelford, John W., and Son, Ltd., Warehousemen, Elliott Street, Auckland.
- Woolleys Ltd., Warehousemen, Elliott Street, Auckland, C. 1.

Wellington.

- Abbott, Oram, and Co., Ltd., Warehousemen, Victoria Street, Wellington.
- Amos, Soft Goods Ltd., Warehousemen, Victoria Street, Wellington.
- Beardsley and Co. (N.Z.), Ltd., Warehousemen, Willis Street, Wellington.
- Bell Bird Underwear Co., Ltd., Sturdee Street, Wellington.
- Berkshire Textile Manufacturers Ltd., Courtenay Place, Wellington.
- Bing, Harris, and Co., Ltd., Warehousemen, Victoria Street, Wellington.
- Bouzaid, L., Warehousemen, Ghuznee Street, Wellington.
- Brailsfords (N.Z.), Ltd., Victoria Street, Wellington.
- British Celanese Ltd., Brandon Street, Wellington.
- Brodrick and Co., Ltd., Warehousemen, Harris Street, Wellington.
- Cathie and Son, Ltd., Warehousemen, Marion Street, Wellington.

Copestake, Crampton, and Co., 262 Lambton Quay, Wellington.
 Faber and Co., Ltd., Warehousemen, Colonial Mutual Building, Wellington.
 Fyfes Ltd., Warehousemen, T. and G. Building, Lambton Quay, Wellington.
 Gee Bros., Warehousemen, Courtenay Place, Wellington.
 Gollin and Co., Pty., Ltd., Huddart Parker Building, Wellington.
 Harrisons, Ramsay Pty., Ltd., Featherston Street, Wellington.
 Heaney, Thomas, and Co., Ltd., Wakefield Street, Wellington.
 Hillcastle (N.Z.), Ltd., Warehousemen, 54 Victoria Street, Wellington.
 Kaiapoi Woollen Manufacturing Co., Ltd., Jervois Quay, Wellington.
 Kaiapoi Woollen Manufacturing Co., Ltd., Tennyson Street, Napier.
 Kain, Reginald G., Ltd., Warehousemen, Victoria Street, Wellington.
 Khouri, F., Ltd., Warehousemen, 50 Courtenay Place, Wellington.
 Lustre Hosiery, Ltd., Warehousemen, Wakefield Street, Wellington.
 Macky, Logan, Caldwell, Ltd., Clive Square, Napier.
 Makower, McBeath, and Co., Ltd., Warehousemen, Victoria Street, Wellington.
 N.Z. Hosiery Co., Ltd., Warehousemen, Levy Building, Wellington.
 Pickles, Joseph and Son, Ltd., Warehousemen, Wakefield Street, Wellington.
 Roberts (N.Z.), Ltd., Warehousemen, Levy Building, Wellington.
 Ross and Glendining, Tennyson Street, Napier.
 Ross and Glendining Ltd., Warehousemen, Victoria Street, Wellington.
 Samuels and Kelly, Warehousemen, Majoribanks Street, Wellington.
 Sargood, Son, and Ewen, Ltd., Dickens Street, Napier.
 Sargood, Son, and Ewen, Ltd., Jervois Quay, Wellington.
 Snow, Ranger, Ltd., Warehousemen, Dominion Building, Wellington.
 Wellington Woollen Co., Ltd., Warehousemen, Jervois Quay, Wellington.

Canterbury.

Abbott, Armstrong, and Howie, 96 Lichfield Street, Christchurch.
 Ackroyd Bros., and Meadowcroft, Ltd., 184 St. Asaph Street, Christchurch.
 Amos, G. S., and Co., Ltd., 78 Lichfield Street, Christchurch.
 Anderson Ltd., 50 Lichfield Street, Christchurch.
 Andrews and Beaven, Moorhouse Avenue, Christchurch.
 Armstrong, Morgan, Ltd., 110 Manchester Street, Christchurch.
 Army Stores, 123 Lichfield Street, Christchurch.
 Bing, Harris, and Co., Ltd., 68 Lichfield Street, Christchurch.
 British General Electric Co., Ltd., 145 Worcester Street, Christchurch.
 Brodrick and Co., Ltd., 226 Tuam Street, Christchurch.
 Canterbury Woollen Co., Ltd., corner Manchester and Cashel Streets, Christchurch.
 Christchurch Clothing Co., Ltd., 244 St. Asaph Street, Christchurch.
 Cooper, Wilkes, and Brookes, Ltd., 96 Lichfield Street, Christchurch.
 Draper Distributing Co., Lichfield Street, Christchurch.
 Ellis, Arthur, and Co., Ltd., Petone Buildings, Lichfield Street, Christchurch.
 Frank and Bryce, Ltd., 56 Lichfield Street, Christchurch.
 Glassons, Ltd., 96 Lichfield Street, Christchurch.
 Gledhall, A. E., and Co., 3 Bedford Row, Christchurch.
 Jamieson, R., and Co., Ltd., Bedford Row, Christchurch.
 Kain, R. G., 88 Lichfield Street, Christchurch.
 Kaiapoi Woollen Manufacturing Co., Ltd., 30 Manchester Street, Christchurch.
 Lane, Walker, Rudkin, Ltd., 32 Montreal Street, Christchurch.
 Makower, McBeath, and Co., Ltd., 69 Lichfield Street, Christchurch.

Marriner, H. J., 226 Tuam Street, Christchurch.
 Midland Bros. (N.Z.), Ltd., 104 Manchester Street, Christchurch.
 Morris and Stevenson, 108 Lichfield Street, Christchurch.
 Murphy, Jas., 75 Lichfield Street, Christchurch.
 Parisian Neckwear Co., Ltd., Lichfield Street, Christchurch.
 Peery, Thos., and Son, Ltd., 111 Lichfield Street, Christchurch.
 Robert, Malcolm Ltd., 39 Lichfield Street, Christchurch.
 Roberts (N.Z.), Ltd., 77 Lichfield Street, Christchurch.
 Ross and Glendining Ltd., 84 Lichfield Street, Christchurch.
 Riccarton Manufacturing Co., Ltd., 593A Colombo Street, Christchurch.
 Sargood, Son, and Ewen, Ltd., 92 Lichfield Street, Christchurch.
 Saunders, R. W., Ltd., 81 Lichfield Street, Christchurch.
 Sewell Bros., 96 Lichfield Street, Christchurch.
 Sutcliffe, J. E., Ltd., 77 Lichfield Street, Christchurch.
 Wellington Woollen Manufacturing Co., Ltd., Lichfield Street, Christchurch.
 Wooler, F. C., Ltd., 9-11 Bedford Row, Christchurch.

Dunedin.

Bing, Harris, and Co., Ltd., Warehousemen, High Street, Dunedin, C. 1.
 Dunlop, J., and Co., Warehousemen, Cumberland Street, C. 1.
 English Importing Co., Warehousemen, 14 Dowling Street, C. 1.
 Hallenstein Bros., Ltd., Warehousemen, Dowling Street, C. 1.
 Harris, W., and Son, Warehousemen, 482 Moray Place, C. 1.
 Isaacs, H., Ltd., Warehousemen, 456 Moray Place, C. 1.
 Jackson, W. H., and Co., Warehousemen, 462 Moray Place, C. 1.
 Jamieson and Co., Ltd., Warehousemen, 468 Moray Place, C. 1.
 Kaiapoi Woollen Manufacturing Co., Ltd., Moray Place, C. 1.
 Mosgiel Woollen Co., Ltd., 184 High Street, C. 1.
 Paterson Jas., Warehousemen, 468 Moray Place, C. 1.
 Ross and Glendining, Warehousemen, High Street, C. 1.
 Rutherford Ltd., Warehousemen, Moray Place, C. 1.
 Sargood, Son, and Ewen, Ltd., Warehousemen, High Street, C. 1.
 Wellington Woollen Manufacturing Co., Manse Street, C. 1.

Southland.

Abbott, Armstrong, and Howie, Kelvin Street, Invercargill.
 Bing, Harris, and Co., Ltd., Warehousemen, Tay Street, Invercargill.
 Kaiapoi Woollen Manufacturing Co., Ltd., Warehousemen, Don Street, Invercargill.
 Lane, Walker Ltd., Warehousemen, Kelvin Street, Invercargill.
 Lister, F., Warehousemen, Empire Building, Dee Street, Invercargill.
 Ross and Glendining, Ltd., Warehousemen, Esk Street, Invercargill.
 Sargood, Son, and Ewen, Ltd., Warehousemen, Esk Street, Invercargill.
 South Canterbury Boot Co-op., Warehousemen, Tay Street, Invercargill.

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 28th day of December, 1936, and shall continue in force until the 28th day of December, 1937, 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 22nd day of December, 1936.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Interpretation.

1. For the purpose of this award the term "warehouseman" shall mean any worker (except a storeman or a packer) who is engaged in any capacity in connection with the reception, display, sale, despatch, or delivery of goods in or for the establishments of those employers who are bound by this award.

Classification of Workers.

2. (a) Warehousemen shall be classified as follows: Juniors, seniors, town travellers.

(b) A junior is an employee who is in receipt of less than £4 15s. per week.

(c) A senior is an employee who is in receipt of not less than £4 15s. per week.

(d) A town traveller is an employee who is wholly or substantially engaged in canvassing for orders for goods within the town and suburbs thereof in which the warehouse is situated.

Hours of Work.

3. (a) The hours of work shall consist of forty-two per week, and shall be worked between 8 a.m. and 5.30 p.m. on five days of the week and between 8 a.m. and noon on Saturdays.

(b) Not less than three-quarters of an hour shall be allowed for meals. The midday meal-hour shall be between 12 noon and 2 p.m., according to the custom of the warehouse.

Wages.

4. (a) Males:—

Age at Commencement.	First Year.		Second Year.		Third Year.		Fourth Year.	Fifth Year.	Sixth Year.	Seventh Year.	Eighth Year.
	First Half.	Seco'd Half.	First Half.	Seco'd Half.	First Half.	Seco'd Half.					
Under 17	15/0	19/0	23/0	27/0	35/0	45/0	55/0	65/0	76/0	85/0	95/0
Between 17 and 18	20/0	25/0	30/0	40/0	50/0		65/0	76/0	85/0	95/0	..
Between 18 and 19..	30/0	35/0	50/0		65/0		76/0	85/0	95/0	..	..
Between 19 and 20..	35/0	40/0	55/0		76/0		85/0	95/0	..	..	..
Over 20	40/0	45/0	76/0		85/0		95/0	..	..	..	..

Provided that a worker shall receive not less than: £3 16s. per week when twenty-one years of age; £4 5s. per week when twenty-two years of age; and £4 15s. per week when twenty-three years of age or over.

A town traveller shall be paid a minimum wage of £5 7s. 6d. per week.

Country travellers: Nothing in this award shall apply to a country traveller so long as he is paid a wage of £5 7s. 6d. per week.

(b) Females:—

Age at Commencement.	First Year.		Seco'd Year.		Third Year.		Fourth Year.	Fifth Year.	Sixth Year.	Seventh Year.
	First Half.	Seco'd Half.	First Half.	Seco'd Half.	First Half.	Seco'd Half.				
Under 17	15/0	19/0	23/0	27/0	31/0	35/0	40/0	45/0	50/0	55/0
Between 17 and 18	17/6	22/6	27/6	32/6	40/0		45/0	50/0	55/0	..
Between 18 and 19	22/6	27/6	35/0		40/0		45/0	50/0	55/0	..
Between 19 and 20	27/6	32/6	40/0		47/6		55/0	..	..	..
Between 20 and 21	35/0	40/0	47/6		55/0		..	..	..	..
Over 21	36/0		55/0		..		..	..	..	..

Proportion: One female to each three male workers employed in the warehouse.

Casuals.

5. A casual hand shall be paid not less than 2s. 9d. per hour. A warehouseman shall be deemed to be a casual hand when employed for less than one week.

Overtime and Holidays.

6. (a) All work done in any one day outside or in excess of the hours prescribed in clause 3 hereof shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first three hours, and double time thereafter.

(b) Employees required to work overtime beyond 6 p.m. shall be given an interval for a meal and shall be paid 1s. 6d. tea-money.

(c) The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, and the day following, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, the Sovereign's Birthday, and Anniversary Day (if generally observed).

(d) All work done on Sundays, Christmas Day, and Good Friday or Anzac Day, shall be paid for at double time rates; and all work done on any of the other specified holidays, or any day observed in lieu thereof, shall also be paid for at double time rates. The said payments shall be in addition to the ordinary weekly wage.

(e) One week's holiday on full pay shall be allowed to each worker on the completion of each year of continuous service, at a time to be arranged by the employer. The week's holiday may be allowed in conjunction with the Christmas and New Year holidays.

Proportion.

7. The proportion of juniors to seniors in any warehouse or branch warehouse shall not exceed one junior to each senior.

References.

8. (a) Each employee on leaving or being discharged from his employment shall be given a reference in writing on request stating the position held and length of service.

(b) Original references shall be the property of the employee and shall be returned on request.

Payment of Wages.

9. Wages may be paid at such intervals, not exceeding one month, as may be mutually agreed upon between an employer and his employees. In the absence of agreement wages shall be paid fortnightly.

Transferring of Workers.

10. Any firm transferring a worker except at his own request from one town to another shall pay such worker's fare, first class, rail or boat, and the transport of the worker's furniture and effects, to the place where such worker is transferred.

Employment.

11. (a) The employment shall be deemed to be a weekly employment, and no deduction shall be made from the weekly wages except for time lost through the worker's sickness or default, or through any accident not arising out of or in the course of the worker's employment.

(b) Not less than seven days' 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.

Matters not Provided for.

12. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer and the secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local 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 fourteen days after such decision shall have been communicated to the party desiring to appeal.

Workers to be Members of Union.

13. (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.)

Under-rate Workers.

14. (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.

Scope of Award.

15. This award shall operate throughout the Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts.

Term of Award.

16. This award shall come into force on the 28th day of December, 1936, and shall continue in force until the 28th day of December, 1937.

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 22nd day of December, 1936.

[L.S.]

—
E. PAGE, Judge.

MEMORANDUM.

The principal matters referred to the Court related to classification, hours, wages, casuals, overtime, and holidays.

Mr. Monteith is not in agreement with the hours fixed, and his dissenting opinion is attached.

—
E. PAGE, Judge.

DISSENTING OPINION OF MR. MONTEITH.

I am not in agreement with the decision to award a 42-hour week.

In my opinion this should have been 40 per week. It is a fact that sometimes these warehouses work a little overtime, but they are no different in this respect from many others who are now working 40 hours. In my opinion this is one of the most suitable industries for a 40-hour week, and the great majority of firms to-day do not work more than 40, but less.

—