

WELLINGTON INDUSTRIAL DISTRICT.

(11375.) WELLINGTON (TWENTY-FIVE MILES RADIUS) CLEANERS, CARETAKERS, AND LIFTMEN.—AWARD.

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

- Abbott, Oram, and Co., Warehousemen, 40-42 Victoria Street, C. 1.
 Abels Ltd., Pringle Avenue, C. 1.
 Abraham and Williams, Ltd., 34 Customhouse Quay, C. 1.
 Accountants' Chambers, Ltd. (Secretary), Johnston Street, C. 1.
 Adams and Blyth, Ltd., General Carriers, 29 Johnston Street, C. 1.
 Adams Bruce, Ltd., Cake-manufacturers, 25 Majoribanks Street, C. 1.
 Albert Flats (Secretary), 165 Willis Street, Wellington.
 Alliance Assurance Co., 23-25 Grey Street, C. 1.
 Americal Dental Parlours, Ltd., 132 Willis Street, C. 1.
 Amos, G. S., and Co., Ltd., Whisle Hosiery and Haberdashery Specialists, Civic Chambers, Cuba Street, C. 1.
 Armstrong and Springhall Ltd., Featherston Street, C. 1.
 Aspro Ltd., 15-17 Marion Street, C. 2.
 Associated Motorists' Petrol Co., Ltd., 110-116 Courtenay Place, C. 2.
 Aston, John, Land and Estate Agent, Cooper's Buildings, Willis Street, C. 1.
 Atlas Assurance Co., Ltd., 111 Customhouse Quay, C. 1.
 Australasian Finance Co., Ltd., Cooper's Buildings, Willis Street, C. 1.
 Australasian T. and G. Mutual Life Society, Lambton Quay, C. 1.
 Australian Mutual Provident Society, Customhouse Quay, C. 1.
 Australian Provincial Assurance Association Ltd., Featherston Street, C. 1.
 Avery Motors, Ltd., Courtenay Place, C. 3.
 Avery, W. and T. (N.Z.), Ltd., Weighing Machinists, corner of Blair and Wakefield Streets, C. 2.
 Baker's Buildings (Secretary), Featherston Street, C. 1.
 Bank of Australasia, Customhouse Quay, C. 1.
 Bank of New South Wales, Lambton Quay, C. 1.
 Bank of New Zealand, Lambton Quay, C. 1.
 Batt, Edward A., and Co., Ltd., 44-48 Victoria Street, C. 1.
 Beehive Chambers, E. T. Taylor and Co. (Secretary), Courtenay Place, C. 3.
 Begg, Chas., and Co., Ltd., Musical Warehousemen, Manners Street, C. 1.
 Bell, Gully, Mackenzie, and Evans, Barristers and Solicitors, 104 Featherston Street, C. 1.
 Berger, Lewis, and Sons (N.Z.), Ltd., Paint-manufacturers, Torrens Terrace, C. 2.
 Bethune, J. H., and Co., Land and Estate Agents, 154 Featherston Street, C. 1.
 Billiards Ltd., Woodworkers, Baker's Buildings, Featherston Street, C. 1.

- Bing, Harris, and Co., Ltd., Warehousemen, Victoria Street, C. 1.
 Blundell Bros., Ltd., *Evening Post* (Manager), Willis Street, C. 1.
 Blythswood Flats, Ltd. (Secretary), Willis Street, C. 2.
 Bowen House (Secretary), Lambton Quay, C. 1.
 Box Co., Empire Ltd., Douglas Street, S. 1.
 Braemar Flats, Ltd. (Secretary), The Terrace, C. 1.
 Brandon Chambers (Secretary), Brandon Street, Wellington.
 Brandon House, Ltd. (Secretary), Featherston Street, C. 1.
 Bristol Buildings (Secretary), 220 Lambton Quay, Wellington.
 Bristol Piano Co., Ltd., 222 Lambton Quay, C. 1.
 British and Dominion Traders, Ltd., 131 Featherston Street, C. 1.
 British Empire Films, Ltd., 15 Courtenay Place, C. 3.
 British Traders' Insurance Co., Ltd., 29 Hunter Street, C. 1.
 Broadway Buildings, Ltd. (Secretary), Courtenay Place, C. 3.
 Brodrick and Co., Ltd., Warehousemen, 14-16 Harris Street, C. 1.
 Bruce Woollen Manufacturing Co., Ltd., Victoria House, Victoria Street, C. 1.
 Butterworth and Co. (Australia), Ltd., Booksellers, 49-51 Ballance Street, C. 1.
 Cadbury, Fry, Hudson, Ltd., 60 Ghuznee Street, C. 2.
 Chambers, John, and Son, Ltd., Engineers' Importers, Jervois Quay, C. 1.
 Civic Chambers, The Fletcher Trust Co., Ltd. (Secretary), Cuba Street, C. 1.
 Colonial Carrying Co., Victoria Street, Wellington.
 Colonial Motor Co., Ltd., Courtenay Place, C. 3.
 Colonial Mutual Assurance Co., Ltd., Customhouse Quay, C. 1.
 Commercial Bank of Australia, Ltd., 328 Lambton Quay, C. 1.
 Commercial Travellers' and Warehousemen's Association (Secretary), Customhouse Quay.
 Commercial Union Assurance Co., Ltd., 34 Customhouse Quay, Wellington.
 Cooper, F., Ltd., Seed-merchant, Dixon Street, C. 1.
 Coulls, Somerville, Wilkie, Ltd., Wairarapa Farmers' Buildings, Lambton Quay, C. 1.
 Courtenay Chambers, Ltd. (Secretary), 15 Courtenay Place, C. 3.
 Cowan, Alex, and Sons, Ltd., Paper-merchants, Harris Street, C. 1.
 Crown Buildings (Secretary), Cuba Street, C. 1.
 Curtis, J. J., Customs Agents, 11 Johnston Street, C. 1.
 Dalgety and Co., Ltd., 119-123 Featherston Street, C. 1.
 Dental and Medical Supply Co., Ltd., 128 Wakefield Street, C. 1.
 Derbyshires Ltd., Merchants and Manufacturers' Agents, 85 Customhouse Quay, C. 1.
 D.I.C. Ltd. (Secretary), Lambton Quay, C. 1.
 Dominion Farmers' Institute (Secretary), Featherston Street, C. 1.
 Dominion Motors, Ltd., 63 Courtenay Place, C. 3.
 Dominion Printing and Publishing Co., Ltd. (Secretary), Wakefield Street.
 Druids' Chambers (Secretary), Woodward Street, C. 1.
 Dunnett, J. G., Waterloo Road, Lower Hutt.
 Eastbourne Borough Council (Town Clerk), Ferry Wharf, C. 1.
 Empire Building (Secretary), Willeston Street, C. 1.
 Estate of R. P. Griffin, J. J. and D. McGrath, 10 Woodward Street.
 Excelsior Supplies, Ltd., Merchants and Importers, 50-52 Victoria Street, C. 1.
 Featherston Chambers (Secretary), 12 Brandon Street, C. 1.
 Federal Steam Navigation Co., Maritime Buildings, Customhouse Quay, Wellington.

- Federations (N.Z.), Ltd., The Terrace, C. 1.
 Ferguson and Osborne, Ltd., 202 Lambton Quay, Wellington.
 Ford Motor Co., Ltd., 89-93 Courtenay Place, C. 3.
 "Free Lance" Co., Ltd. (Secretary), Panama Street, C. 1.
 General Motors (N.Z.), Ltd., Petone.
 Gibbons (Hope), Ltd., Wholesale Merchants, Dixon Street, C. 1.
 Gleneagles Ltd., The Terrace, Wellington.
 Gordon and Gotch, Australasia, Ltd., Waring Taylor Street, C. 1.
 Guardian Trust and Executors Co. of N.Z., 235 Lambton Quay, C. 1.
 Hamilton Chambers (Secretary), Lambton Quay, C. 1.
 Hannah, R. and Co. (Secretary), Lambton Quay, C. 1.
 Harcourt and Co., Land Agents, corner of Lambton Quay and Panama Streets, C. 1.
 Huddart Parker, Ltd. (Secretary), Post Office Square, C. 1.
 Hutt Valley Electric-power Board, 8 Hutt Road, Lower Hutt.
 Hyams, E. J., and Son, Merchants' and Manufacturers' Representatives, 118-120 Wakefield Street, C. 1.
 Ilott, J., Ltd., Advertising Agents, Harris Street, C. 1.
 Invicta House (Secretary), Featherston Street, C. 1.
 Johnston and Co., Ltd., 166 Featherston Street, C. 1.
 Kaiapoi Woollen Manufacturing Co., 68-70 Jervois Quay, C. 1.
 Kain, Reginald G., Ltd., 43-49 Victoria Street, C. 1.
 Kings Chambers (Secretary), Willis Street, C. 1.
 Kodak (N.Z.), Ltd., 18 Victoria Street, C. 1.
 Leinster Chambers (Secretary), 21 Grey Street, C. 1.
 Levin and Co., Ltd., Merchants, Customhouse Quay, C. 1.
 Levy Building, Estate of F. Levy (Secretary), Manners Street, C. 3.
 Liverpool and London and Globe Insurance Co., Ltd., 111 Featherston Street, C. 1.
 Lower Hutt Borough Council, Lower Hutt.
 MacEwan, J. B., and Co., Ltd., Produce Merchants, 139-141 Featherston Street, C. 1.
 McDonald, W., and Co., Indent Agents, Cooper's Buildings, Willis Street, C. 1.
 McKenzie, J. R., Ltd., Willis Street, Wellington.
 Mandells Buildings (Secretary), Willis Street, C. 1.
 Maritime Building (Secretary), Customhouse Quay, C. 1.
 Mayfair Flats (Secretary), The Terrace, Wellington.
 Medical Chambers, Ltd. (Secretary), 16 The Terrace, C. 1.
 Metro-Goldwyn-Mayer (N.Z.), Ltd., Hope Gibbons Buildings, Dixon Street, C. 1.
 Metters (N.Z.), Ltd., Petone.
 Morris, H. H., Jeweller, Cooper's Buildings, Willis Street, C. 1.
 Murray, Roberts, and Co., Ltd., Merchants, Featherston Street, C. 1.
 Nathan, Joseph, and Co., Ltd., Featherston Street, C. 1.
 National Bank of N.Z. Ltd., 182-186 Featherston Street, C. 1.
 National Dairy Association, Ltd. (Secretary), Thorndon Quay, N. 1.
 National Insurance Co., Ltd. (Secretary), Customhouse Quay, C. 1.
 National Mutual Life Association, Ltd., 98-104 Customhouse Quay, C. 1.
 New Zealand Loan and Mercantile Agency, Ltd., 93-107 Featherston Street, C. 1.
 "New Zealand Truth," Austin House, Wakefield Street, C. 3.
 New Zealand Worker Printing and Publishing Co., Ltd., 126 Vivian Street, C. 2.
 Nimmo's Ltd. (Secretary), 89 Willis Street, C. 1.
 Niven, Jas. J., and Co., Ltd., Engineers and Merchants, 65-67 Taranaki Street, C. 3.

- Norwich Union Insurance Society, Invicta House, Featherston Street, C. 1.
- N.Z. Dairy Board, Invicta House, Featherston Street, C. 1.
- N.Z. Slippers, Wakefield Street, C. 2.
- Oddfellows Hall (Secretary), 1 Kent Terrace, C. 3.
- Odlin Timber and Hardware Co., Ltd., Cable Street, C. 1.
- O'Neill Buildings (Secretary), Courtenay Place, C. 3.
- Paterson, A. S., and Co., Ltd., Merchants, 4 Cuba Street, C. 1.
- Petone Borough Council, Municipal Buildings, Petone.
- Pharmacy Hall (Secretary), 59 Cambridge Terrace, C. 3.
- Philp Cleaning Co., Cornhill Street, C. 1.
- Phoenix Assurance Co., Ltd., 127 Featherston Street, C. 1.
- Prudential Building (Secretary), 332-340 Lambton Quay, C. 1.
- Public Service Association, Maritime Buildings, Customhouse Quay, Wellington.
- Richardson, McCabe, and Co., Ltd., Engineers and Importers, 11 Grey Street, C. 1.
- Ross and Glendining, Ltd., Warehousemen, 25-33 Victoria Street, C. 1.
- Rouths Buildings (Secretary), Featherston Street, C. 1.
- Sargood, Son, and Ewen, Ltd., Warehousemen, 12-26 Jervois Quay, C. 1.
- School Committee Federation Secretary (M. A. T. Burnett, Motueka Street, Ngaio).
- Seater's Buildings (Secretary), 105 Customhouse Quay, C. 1.
- South British Insurance Co., Ltd., 326 Lambton Quay, C. 1.
- Southern Cross Building (Secretary), Brandon Street, C. 1.
- Standard Buildings (Secretary), 125 Featherston Street, C. 1.
- Stewart Buildings (Secretary), 80-84 Courtenay Place, C. 3.
- Stewart Dawson Co., Ltd. (Secretary), Lambton Quay, C. 1.
- Todds Motors, Ltd. (Secretary), 110-116 Courtenay Place, C. 3.
- Trades and Labour Council (Secretary), 126 Vivian Street.
- Treadwell and Son, Barristers and Solicitors, Maritime Buildings, Customhouse Quay, Wellington.
- Union Bank of Australia, Ltd., 221-229 Lambton Quay, C. 1.
- Union Steam Ship Co. of N.Z., Ltd., 36 Customhouse Quay, C. 1.
- Vacuum Cleaning Co., 96 Courtenay Place, C. 3.
- Vickers House (Secretary), Woodward Street, C. 1.
- Victoria House (Secretary), 44-48 Victoria Street, C. 1.
- Victoria Laundry Co., Ltd., 88-98 Hanson Street, C. 1.
- Wakefield Chambers (Secretary), Wakefield Street, C. 1.
- Wall, R. N., Seed-merchant, Cooper's Buildings, Willis Street, C. 1.
- Watkins, L. T., Ltd., Printers, 176-186 Cuba Street, C. 2.
- Wellesley College (W. H. Stevens), 96 The Terrace, Wellington.
- Wellington City Council, Town Hall, Cuba Street, C. 1.
- Wellington Gas Co., Ltd., Courtenay Place, C. 3.
- Wellington Patent Slip Co. (Secretary), 36 Customhouse Quay, C. 1.
- Wellington Show Association, Show Buildings, John Street, S. 1.
- Wellington Woollen Manufacturing Co., Ltd., Jervois Quay, C. 1.
- Whitcombe and Tombs, Ltd., Lambton Quay, C. 1.
- Wiggins Co., Ltd. (Secretary), 66-68 The Terrace, C. 1.
- Wills, W. D., and H. O. (N.Z.), Ltd., Tobacco-merchants, Hunter Street, C. 1.
- Window Cleaners Co., National Bank Chambers, Featherston Street, C. 1.
- Wright, Stephenson, and Co., Ltd., Merchants, 34 Customhouse Quay, C. 1.
- Young, T. and W., Merchants, 77-85 Customhouse Quay, C. 1.

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 21st day of December, 1936.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Definitions.

1. (a) For the purpose of this award a "caretaker" shall be deemed an employee who acts as agent in regard to, and is responsible to the owner for, the cleanliness and good conduct of the building, and who may himself perform the necessary

work, or engage on his own account, or act as the employer's agent in the engagement or superintendence of labour in connection with the cleanliness of the building or service of the lift.

(b) For the purpose of this award a "cleaner" shall be deemed to be a worker who does cleaning of any kind and who does not come within the definition of "caretaker."

(c) For the purpose of this award "lift attendant" shall be deemed to be an employee who is substantially employed in attending to and giving service in the lift.

Hours of Work.

2. (a) In the case of cleaners and caretakers forty hours shall constitute the week's work.

In the case of liftmen, forty-four hours shall constitute the week's work.

(b) For casuals, the daily hours (without payment of overtime) shall not exceed eight.

(c) One hour shall be allowed for dinner.

(d) Where a caretaker is residing on the premises where he is employed, the time during which he is engaged on actual work coming within the scope of his duties as caretaker in connection with the building shall be considered working-time.

Overtime.

3. (a) All work done in excess of the hours prescribed in clause 2 hereof shall be considered overtime, and shall be paid for at the following rates: Time and a half for the first four hours, and thereafter double time.

(b) No worker shall be required to work for more than four and a half hours without a meal.

(c) Workers, other than those resident on the premises, who are required to work overtime and are not notified of such overtime on the day previous, shall be paid meal-money at the rate of 1s. 6d. per meal.

Holidays.

4. (a) The holidays for employees on weekly wages employed in businesses which are governed by another award, or by the Factories Act, 1921-22, and its amendments, or by the Shops and Offices Act, 1921-22, and its amendments, or by custom, shall be the holidays ordinarily observed by such businesses.

(b) After twelve months' service employees on weekly wages who are regularly required to work on statutory holidays shall receive eight consecutive working-days' holiday in each year on full pay, or a proportion thereof for the holidays so worked.

(c) The holidays for employees on hourly wages shall be Christmas Day and Good Friday, for which double-time rates shall be paid, and for the other statutory holidays time and a half rates shall be paid.

(d) In lieu of the provisions of subclauses (a) and (b) of this clause, such employees may be paid at the rates provided in subclause (c) for work done on such holidays.

Implements and Materials.

5. Employers shall supply all necessary implements and materials for the purpose of carrying out the work covered by this award.

Wages.

6. (a) The minimum rates of wages shall be as follows: For caretakers, £4 10s. per week or its equivalent, provided that any female caretaker now in the employment of any of the parties bound by this award may continue her service at her present rate of wages; for cleaners, £4 1s. per week; for cleaners and liftmen combined, £4 1s. per week.

(b) Hourly Wages: For cleaners and liftmen, 2s. 3d. per hour.

(c) In the event of any dispute arising as to the value of the "equivalent" provided by the employer, such dispute shall be referred to and settled by the Department of Labour, whose decision shall be final.

(d) The following shall be the minimum rates of wages for the following classes of workers: Male lift-attendants, £3 16s. per week; female lift-attendants, £2 5s. per week; female cleaners, £2 5s. per week; female cleaners employed by the hour, 1s. 5d. per hour.

(e) For cleaning windows above 20 ft. from the ground which require the use of a high ladder workers shall receive 6d. per day or portion of a day extra. When it is necessary for a worker to stand on a window-sill which is above 20 ft. from the ground he shall be paid 1s. per day or portion thereof extra.

(f) No deduction shall be made from the weekly wages herein mentioned, except for absence from work through the default or sickness of the worker.

(g) Nothing in this award shall be construed as prohibiting workers from doing relieving duty of not more than two hours per day without alteration in weekly wages.

(h) Any one receiving a higher rate of wages than herein prescribed shall not have his or her wages reduced during his or her present employment.

(i) Wages shall be paid weekly, not later than Friday of each week, in working-hours.

Matters not provided for.

7. 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 seven days after such decision shall have been communicated to the party desiring to appeal.

Right of Entry upon Premises.

8. (a) The secretary or other authorized 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 employers' business.

(b) The employer shall on request notify the secretary of the union of the names and addresses of the workers covered by this award.

Termination of Employment.

9. In the case of weekly workers one week's notice of the termination of the employment shall be given on either side, but this shall not prevent a worker being summarily dismissed for good cause.

Workers to be Members of Union.

10. (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.

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.

Scope of Award.

12. This award shall operate within a radius of twenty-five miles from the Chief Post-office in the City of Wellington.

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Term of Award.

13. 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 21st day of December, 1936.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The principal matters referred to the Court were wages, hours of work, overtime, holidays, and scope of award.

In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

Mr. Monteith's dissenting opinion is subjoined.

E. PAGE, Judge.

DISSENTING OPINION OF MR. MONTEITH.

I am not in agreement with the £3 16s. rate that is herein inserted.
