

WELLINGTON INDUSTRIAL DISTRICT OPTICAL EMPLOYEES.—  
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 undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Abbott, R. C., 48 Taranaki Street, Wellington.  
 Barry and Freeman, Ltd., P.O. Box 58, Palmerston North.  
 Barry and Sargent, 118 Willis Street, Wellington.  
 Bennett, H. M., Ltd., 61 Hastings Street, Napier.  
 Chapman, F. N., 45 High Street, Lower Hutt.  
 Campbell, F. and R., 46 Manchester Street, Feilding.  
 Coote, H. H., 30 Willis Street, Wellington.  
 Cocks, Arthur, and Co. (N.Z.), Ltd., 18 Victoria Street, Wellington.  
 Cox, G. E., 13 Manners Street, Wellington.  
 Dawe, H. S., 72 High Street, Dannevirke.  
 Deverell, H. F., 4 Bannister Street, Masterton.  
 Dominion Optical Supplies, Cooper's Buildings, Mercer Street, Wellington.  
 Drew, H. G., 95 Victoria Avenue, Wanganui.  
 Gerrand, J. B., and Sons, Ltd., 185 The Square, Palmerston North.  
 Gooder, N. I., 50 Willis Street, Wellington.  
 Holland, W. S., Ltd., Hastings Street, Napier.  
 Kitchen, M. A., 9 Victoria Avenue, Wanganui.  
 Lilburne, D. A. C., 129 The Avenue, Wanganui.  
 Littlejohn, H. W., 224 Lambton Quay, Wellington.  
 McLean, S. F., Ltd., 154 Riddiford Street, Wellington.  
 Maney, C. E., 45 Emerson Street, Napier.  
 Mills, S. A., 93 Queen Street, Masterton.  
 Morrison and Gilberd, Ltd., 48 Willis Street, Wellington.  
 Neill, E. K. S., 107 Jackson Street, Petone.  
 Noedl and Bailey, 6 Rangitikei Street, Palmerston North.  
 Proadhead, C., 181 Victoria Avenue, Wanganui.  
 Smith, C. W., 210 Lambton Quay, Wellington.  
 Spear and Murray, Ltd., 7 Willis Street, Wellington.  
 Styles and Styles, Ltd., 9 Emerson Street, Napier.  
 Suckling and Suckling, Ltd., 40 Panama Street, Wellington.  
 Thomas, C. L., 26 Emerson Street, Napier.  
 Webber and Shattky, Ltd., 111 Russell Street North, Hastings.  
 Wilson, W. T., 284 Jackson Street, Petone.  
 Wood, J. R., Ltd., Waldegraves Buildings, Palmerston North.  
 Young Optical Co., Ltd., Prudential Buildings, Lambton Quay, Wellington.

and

The Wellington Optical Employees' Industrial Union of Workers  
(hereinafter called the union).

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 as hereinafter provided and shall continue in force until the 1st day of November, 1940, 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 12th day of December, 1938.

[L.S.]

P. J. O'REGAN, Judge.

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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 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 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 :—

	Per Week.		
	£	s.	d.
(a) Learners—			
First six months of service .. .. .	0	17	6
Second six months of service .. .. .	1	2	6
Third six months of service .. .. .	1	7	6
Fourth six months of service .. .. .	1	12	6
Fifth six months of service .. .. .	1	17	6
Sixth six months of service .. .. .	2	2	6
Fourth year of service .. .. .	2	10	0
Fifth year of service .. .. .	3	5	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.

(b) Mechanics: £5 7s. 6d. per week.

Mechanics in charge of three or more workers shall be classed as foremen, and shall be paid not less than £5 17s. 6d. per week.

	Male.			Female.		
	£	s.	d.	£	s.	d.
(c) Attendants—						
First six months of service ..	0	17	6	0	17	6
Second six months of service	1	2	6	1	1	6
Third six months of service	1	7	6	1	5	6
Fourth six months of service	1	12	6	1	9	6
Fifth six months of service	1	17	6	1	13	6
Sixth six months of service..	2	2	6	1	17	6
Fourth year of service ..	2	10	0	2	2	6
Fifth year of service ..	3	5	0	2	7	6
Thereafter .. .. .	4	2	6	2	12	6

### *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 award, 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 days' notice shall be given by either party of the termination of the employment; but nothing in this award shall prevent any employer from summarily dismissing any worker for misconduct.

*Matters not provided for.*

11. 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 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.

*Under-rate Workers.*

12. (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.*

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.)

*Application of Award.*

14. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

*Scope of Award.*

15. This award shall operate throughout the Wellington Industrial District.

Nothing in this award 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 Award.*

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 2nd day of November, 1938, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of November, 1940.

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 12th day of December, 1938.

[L.S.]

P. J. O'REGAN, Judge.

MEMORANDUM.

The only matter referred to the Court was the term of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

P. J. O'REGAN, Judge.