

WELLINGTON INDUSTRIAL DISTRICT FEMALE DENTAL ASSISTANTS.—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 Dental Assistants and Technicians' Industrial Union of Workers (hereinafter called "the union") and the undermentioned union, persons, firms, and companies (hereinafter called "the employers") :—

Wellington District Dental Employers' Industrial Union of Employers, 219 Willis Street, Wellington.

WAIRARAPA.

Balfour, A. B., Main Street, Greytown.  
Clarkson, H., Queen Street, Masterton.  
Jackson, H. E., High Street, Carterton.  
Purdie, W. H., Main Street, Pahiatua.  
Tripe, J. S., Queen Street, Eketahuna.  
Wardrop and Stockwell, Vogel Street, Woodville.

WELLINGTON.

Anson, T. V., Kelvin Chambers, 16 The Terrace, C. 1.  
Bundel, E. M., 157 Lambton Quay, C. 1.  
Cooper, C. F., Hotel St. George Buildings, Willis Street, C. 1.  
Evans, E. C., Broadway Buildings, Courtenay Place, C. 3.  
Isaac, D. N., D.I.C. Building, Lambton Quay, C. 1.  
Middleton, A. P., Woodward Street, C. 1.  
Sommerville, W. P., corner of Hill and Molesworth Streets, N. 1.  
Wellington Hospital Board (A. R. Thorne, Superintendent), Riddiford Street, S. 1.

## MANAWATU.

Anderson and Bell, The Square, Palmerston North.  
 Brewer, E. H., Jubilee Buildings, Feilding.  
 MacKenzie, D. S., Oxford Street, Levin.  
 Scott Bros., Bank of Australasia Building, The Square, Palmerston  
 North.  
 Stockwell, F. G., Waldergrave Building, Palmerston North.

## WANGANUI.

Allan, D. T., Victoria Avenue, Wanganui.  
 Edwards, H. C., Carlton Building, Victoria Avenue, Wanganui.  
 Jacob, F. J., Victoria Avenue, Wanganui.

## HAWKE'S BAY.

Bradley, V. H., Runwha Street, Waipukurau.  
 Chick and Anderson, Cosmopolitan Building, Dannevirke.  
 Davies, E., Ltd. (Napier), Holt's Buildings, Napier.  
 Fussell, Frank N., Market Street, Napier.  
 Tocker, H. H., Masson House, Dalton Street, Napier.  
 Whyte, E. R., Queen Street, Hastings.  
 Wylie, M., Heretaunga Street, Hastings.

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 September, 1939, and shall continue in force until the 4th day of March, 1941, 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 duly appointed delegate of the Court hath hereunto set his hand, this 31st day of August, 1939.

[L.S.] J. A. GILMOUR, Stipendiary Magistrate,  
Acting as a duly appointed delegate  
of the Court of Arbitration.

SCHEDULE.

*Industry to which Award is applicable.*

1. This award shall apply to female dental assistants employed in the dentistry industry.

*Hours of Work.*

2. The hours of work shall be forty-two per week, to be worked between the hours of 8.45 a.m. and 6.15 p.m. on five days of the week, and between 8.30 a.m. and 12 noon on the day of the statutory half-holiday, one hour to be allowed for dinner.

*Wages.*

3. (a) The following shall be the minimum rates of wages: Junior workers, who shall be seventeen years of age before starting work, £1 per week, with an increase of 5s. per week on the completion of each six months of service until the end of the third year: Provided that a worker of the age of twenty-one years or upwards shall be paid not less than the basic wage for the time being prevailing.

After the completion of three years of service the worker shall then be classed as a senior and shall be paid not less than £2 15s. per week.

(b) Assistants in charge of the books of account and/or employed up to 1½ hours per day in the work-room at polishing and plaster work, other than investing, shall be paid not less than 5s. per week extra.

(c) No assistant shall have her present wages reduced by reason of the coming into operation of this award.

(d) An assistant shall not be required to do charing or major laundry work in connection with her employment under this award.

#### *Overtime.*

4. (a) For all work performed outside of and in excess of the hours prescribed in clause 2 hereof the following rates shall apply: Time and a half for the first three hours, and thereafter double time.

(b) Workers employed for less than half an hour shall receive half an hour's pay.

(c) Workers employed for less than an hour and more than half an hour shall receive one hour's pay.

#### *Holidays.*

5. (a) The following shall be observed as holidays: New Year's Day and the day following, Good Friday, Easter Saturday, Easter Monday, Anniversary Day (or Show Day), Labour Day, Christmas Day, Boxing Day, Anzac Day, and the birthday of the reigning Sovereign. Any such holidays falling on an ordinary working-day shall be allowed without deduction from pay.

(b) Should any of the above holidays, except Anzac Day, fall on a Sunday, then for the purpose of this award such holiday shall be observed on the following Monday.

(c) Any work done on a Sunday or on any of the holidays above mentioned or on holidays observed in lieu thereof shall be paid for at double time rates. The said payment shall be in addition to the ordinary weekly wage.

(d) An annual holiday of two weeks on full pay shall be granted to each worker under this award on completion of each year of service. Such annual holiday shall be exclusive of holidays provided for in subclause (a) of this clause.

(e) A worker not completing a year of service shall be granted pay in lieu of holidays in the same proportion according to the length of her service.

(f) All workers shall receive at least two weeks' notice before leave has to be taken, except when holidays are to be taken at Christmas, then at least one month's notice shall be given.

*Payment of Wages.*

6. All wages, including overtime, shall be paid weekly, before the ordinary time of ceasing work, on any day of the week not later than Thursday.

*Term of Engagement.*

7. The engagement shall be weekly, and one week's notice shall be allowed and given on either side.

*Casual Workers.*

8. Workers employed for less than one week shall be deemed to be casual workers and shall be paid 25 per cent. additional to the rates prescribed in clause 3 hereof. Casual workers shall receive a minimum of two hours work per day.

*Uniforms.*

9. (a) Uniforms shall be supplied to all juniors, or in lieu thereof an allowance of 7s. 6d. for each uniform required shall be paid.

(b) The uniforms of junior and senior assistants shall be laundered at the employer's expense.

*Right of Entry upon Premises.*

10. 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 employer's business.

*Workers to be Members of Union.*

11. (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.*

12. (a) Any worker who considers herself 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, her 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 her to have her 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.

*Application of Award.*

13. 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.*

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

*Term of Award.*

15. This award shall come into force on the 4th day of September, 1939, and shall continue in force until the 4th day of March, 1941.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the duly appointed delegate of the Court hath hereunto set his hand, this 31st day of August, 1939.

[L.S.] J. A. GILMOUR, Stipendiary Magistrate,  
Acting as a duly appointed delegate  
of the Court of Arbitration.

## MEMORANDUM.

The matters referred to the Court by the Conciliation Council related to hours of work, wages, proportion overtime, holidays, sickness, casual workers, uniforms, and term of award, but a further conference of the parties resulted in the settlement of a number of the disputed clauses, the only matters remaining for consideration by the Court being wages, provision of uniforms, proportion of juniors to seniors, and term of award. At the hearing the parties announced that a term of eighteen months had been agreed on.

This is the first occasion upon which the Court of Arbitration has been asked to adjudicate on the question of wages in this industry, the expired award and other awards in operation throughout the Dominion in the same industry being made as the result of complete agreements arrived at in Conciliation Council.

No evidence was adduced relative to the nature of the duties which the workers are called upon to perform, the advocates apparently taking it for granted that this was a matter of common knowledge. I must confess, however, to some ignorance on the subject, as my recollections of what goes on in a dentist's surgery, although definitely painful, are otherwise somewhat vague.

It appeared desirable therefore to question the advocates at the hearing as to the basis upon which the parties had worked in arriving at the senior rate of £2 10s. prescribed by the expired award. Mr. Thompson, the present secretary of the union, was unable to furnish any information on the point as he was not at the time connected with the union. Mr. Nisbet for the employers, however, stated very fairly that the workers had claimed a forty-hour week, which was shown to be impracticable, and that, in consideration of their agreeing to the extended hours covering five and a half days, the employers had agreed to what they considered was 5s. in excess of the then standard rate for skilled females. He instanced the clothing trade, and added that the rate had been granted after the third year and not after the fourth year as in the case of that trade.

The expired award was made on 13th November, 1936, when the rate for skilled females in the clothing trade was £2 5s. per week. Since then that rate has been increased to £2 10s. by an award issued by the Second Court on 15th June, 1938 (Book of Awards, Vol. XXXVIII, p. 1443). It seems to me, therefore, fair and reasonable to adopt the method of arriving at a rate employed by the parties during the negotiations for the late award, and senior workers have accordingly been awarded £2 15s. per week—that is, 5s. per week in excess of the present rate fixed by the Court for skilled female workers in the clothing trade.

The proportion clause asked for by the workers has been rejected as unworkable, and the clause relating to the supply of uniforms has been allowed to stand as it appeared in the last award.

In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council and the further conference hereinbefore referred to.

J. A. GILMOUR, Stipendiary Magistrate.