

---

NEW ZEALAND (EXCEPT MARLBOROUGH, WESTLAND, AND  
CANTERBURY) **SOFT-GOODS WAREHOUSEMEN.**—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Nelson, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, 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:

Auckland United Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers:

New Plymouth United Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers:

Hawke's Bay United Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers:

Wellington United Warehouse and Bulk Store Employees' (other than Drivers and Clerks) Industrial Union of Workers:

Nelson Storemen and Packers' Industrial Union of Workers:

Otago and Southland Wholesale Storemen and Packers' Industrial Union of Workers; and

Invercargill Wholesale Storemen and Packers and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers

(hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

#### NORTHERN INDUSTRIAL DISTRICT

Abanco Fabric Co., Elliott Street, Auckland.

Abbott, Armstrong, and Howie, Warehousemen, 15 Elliott Street, Auckland.

Ambler and Co., Ltd., Warehousemen, Wellesley Street West, Auckland.

Auckland Sandal Co., Ltd., Manufacturers, 1 Howe Street, Newton, Auckland.

Berlei (N.Z.), Ltd., Manufacturers and Warehousemen, Wellesley Street, Auckland.

Betterton Manufacturing Co., Ltd., Manufacturers, Schofield Street, Auckland.

Bing, Harris, and Co., Ltd., Warehousemen, Ngapuhi Chambers, Lorne Street, Auckland.

Bridgens and Co., Ltd., Manufacturers, 238 New North Road, Auckland.

Brookbanks Ltd., Warehousemen, Victoria Street, Auckland.

Caro and Jerrat, Ltd., Warehousemen, Wyndham Street, Auckland.

Dominion Brace Co., Ltd., Manufacturers, 359 Broadway, Newmarket, Auckland.

Foote Bros., Warehousemen, Elliott Block, Elliott Street, Auckland.

Greer, R., and Son, Ltd., Clothing-manufacturers, Douglas Street, Auckland.

Jamieson, R., and Co., Ltd., Warehousemen, Lorne Street, Auckland.

Jonas, C. T., Ltd., Mattress-manufacturers, Lorne Street, Auckland.

Kaipoi Woollen Manufacturing Co., Ltd., Warehousemen, Wellesley Street, Auckland.

Platt, Fordyce, and Co., Clothing-manufacturers, Forresters Buildings, Albert Street, Auckland.

Prestige Millinery, Ltd., Manufacturers, Lorne Street, Auckland.

Palmer, Collins, and Whitaker, Ltd., Travel-goods manufacturers, 239 Ponsonby Road, Auckland.

Ross and Glendining, Ltd., Warehousemen, Elliott Street, Auckland.

Sargood, Son, and Ewen, Ltd., Warehousemen, Victoria Street, Auckland.

Tattersfield Ltd., Richmond Avenue, Auckland.

Wellington Woollen Co., Ltd., Warehousemen, Elliott Street, Auckland.

## TARANAKI INDUSTRIAL DISTRICT

Macky, Logan, Caldwell, Ltd., Brougham Street, New Plymouth.  
 McQuade, R. T., 84 Currie Street, New Plymouth.  
 Ross and Glendining, Ltd., Devon Street, New Plymouth.  
 Sargood, Son, and Ewen, Ltd., 116 Currie Street, New Plymouth.

## WELLINGTON INDUSTRIAL DISTRICT

Abbott, Oram, and Co., Ltd., Warehousemen, Victoria Street, Wellington.  
 Amos Soft Goods, Ltd., Warehousemen, Victoria Street, Wellington.  
 Bing, Harris, and C., Ltd., Warehousemen, Victoria Street, Wellington.  
 Bruce Woollen Manufacturing Co., Ltd., Victoria Street, Wellington.  
 Cathie and Son, Ltd., Warehousemen, Marion Street, Wellington.  
 Jamieson, R., and Co., Ltd., Wakefield Street, Wellington.  
 Kaiapoi Woollen Manufacturing Co., Ltd., Jervois Quay, Wellington; and Tennyson Street, Napier.  
 Mackower, McBeath, and Co., Ltd., Warehousemen, Victoria Street, Wellington.  
 Roberts (N.Z.), Ltd., Warehousemen, Levy Building, Wellington.  
 Ross and Glendining, Ltd., Warehousemen, Victoria Street, Wellington.  
 Sargood, Son, and Ewen, Ltd., Jervois Quay, Wellington; and Dickens Street, Napier.  
 Snow, Rainger, Ltd., Warehousemen, Dominion Buildings, Wellington.  
 Wellington Woollen Co., Ltd., Warehousemen, Jervois Quay, Wellington.

## NELSON INDUSTRIAL DISTRICT

Ellis, Arthur, and Co., Ltd., Nelson.  
 Kaiapoi Woollen Manufacturing Co., Ltd., Church Street, Nelson.  
 Maurice Manufacturing Co., Ltd., Alfred Street, Nelson.  
 Ross and Glendining, Ltd., Hardy Street, Nelson.  
 Woolston Tanneries, Ltd. (Vincent Cox, Agent), Crisps Lane, Nelson.

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Abbott, Armstrong, and Howie, Kelvin Street, Invercargill.  
 Bing, Harris, and Co., Ltd., Warehousemen, High Street, Dunedin; and Tay Street, Invercargill.  
 Dunlop, J., and Co., Warehousemen, Cumberland Street, Dunedin.  
 Hallenstein Bros., Ltd., Warehousemen, Dowling Street, Dunedin.  
 Jamieson and Co., Ltd., Warehousemen, 468 Moray Place, Dunedin.  
 Kaiapoi Woollen Manufacturing Co., Ltd., Warehousemen, Don Street, Invercargill.  
 Lane, Walker, Rudkin, Ltd., Warehousemen, Kelvin Street, Invercargill.  
 Paterson, James, Warehousemen, Moray Place, Dunedin.  
 Ross and Glendining, Warehousemen, High Street, Dunedin; and Esk Street, Invercargill.  
 Sargood, Son, and Ewen, Ltd., Warehousemen, High Street, Dunedin; and 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 as hereinafter provided, and shall continue in force until the 1st day of April, 1946, 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 25th day of June, 1945.

[L.S.]

A. TYNDALL, 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 establishment of those employers who are bound by this award.

*Classification of Workers*

2. (a) Warehousemen shall be classified as follows: juniors, seniors, and travellers.

(b) A junior is a worker who is in receipt of less than £5 15s. per week.

(c) A senior is a worker who is in receipt of not less than £5 15s. per week.

(d) A traveller is a worker who is wholly or substantially engaged in canvassing for orders for goods.

*Hours of Work*

3. (a) The hours of work shall consist of forty 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) Ordinarily one hour shall be allowed for the midday meal (which shall be between 12 noon and 2 p.m.) on each day except Saturday, but by mutual agreement between the employers and the majority of his workers the length of the meal interval may be varied. No worker shall be employed for longer than five hours without an interval for a meal.

*Wages*

4. (a) Males: The following shall be the minimum weekly wages:—

Age at commencement.	First Year.		Second Year.		Third Year.		Fourth Year.	Fifth Year.	Sixth Year.	Seventh Year.	Thereafter.
	First Half.	Sec'nd Half.	First Half.	Sec'nd Half.	First Half.	Sec'nd Half.					
Under 17 ..	22/6	27/6	32/6	37/6	45/-	55/-	65/-	75/-	85/-	95/-	115/-
17 to 18 ..	27/-	33/6	40/-	50/-	60/-		75/-	86/-	95/-	115/-	115/-
18 to 19 ..	37/6	45/-	57/6		72/6		86/-	95/-	115/-	115/-	115/-
19 to 20 ..	50/-	57/6	70/-		86/-		95/-	115/-	115/-	115/-	115/-
Over 20 ..	60/-	67/6	86/-		95/-		115/-	115/-	115/-	115/-	115/-

Provided that a worker shall receive not less than £4 6s. per week when twenty-one years of age; not less than £4 15s. per week when twenty-two years of age; and not less than £5 15s. per week when twenty-three years of age or over:

Provided, further, that a male worker in his twelfth year of service and thereafter, or twenty-eight years of age or over, shall be paid not less than £6 per week.

(b) Females: The following shall be the minimum weekly wages:—

Age at commencement.	First Year.		Second Year.		Third Year.		Fourth Year.	Fifth Year.	Sixth Year.	There-after.
	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.				
Under 17	22/6	26/6	30/6	35/-	40/-	45/-	50/-	55/6	62/-	72/6
17 to 18	26/6	30/6	35/-	40/-	47/6		55/6	62/-	72/6	72/6
18 to 19	30/6	36/-	42/6	50/-	55/6		62/-	72/6	72/6	72/6
19 to 20	36/-	42/6	50/-		60/-		72/6	72/6	72/6	72/6
20 to 21	45/-	50/-	60/-		72/6		72/6	72/6	72/6	72/6
Over 21	60/-		72/6		72/6		72/6	72/6	72/6	72/6

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

#### Travellers

5. (a) A traveller shall be paid a minimum wage of £6 5s. per week for the first year, and £6 7s. 6d. per week after two years' travelling service, exclusive of car allowance and travelling-expenses.

(b) If a traveller is employed by more than one employer, the employers collectively shall pay the traveller the minimum wage prescribed in the preceding subclause, and every such arrangement shall be submitted by the employers concerned to the Inspector of Factories for his approval.

(c) A "country traveller" is a traveller wholly or substantially engaged outside of the town and suburbs thereof in which the warehouse is situated, and nothing in this award in respect to hours of work and overtime shall apply to country travellers.

#### Casuals

6. A casual hand shall be paid not less than 3s. 3½d. per hour. A warehouseman shall be deemed to be a casual hand when employed for less than one week.

#### Overtime and Holidays

7. (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) Workers required to work overtime after 6 p.m. shall be given an interval for a meal and shall be paid 2s. meal-money. The provisions of clause 9 of this award increasing rates of remuneration shall not apply to the meal-money payment provided for in this subclause.

(c) The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, 2nd January, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, the Sovereign's Birthday, and Anniversary Day: Provided that in any district where Anniversary Day is not observed as a holiday, another day shall be allowed as a holiday in lieu thereof.

(d) 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. In the event of Christmas Day and New Year's day being observed on a Monday in pursuance of the foregoing, Boxing Day and 2nd January shall be observed on the Tuesday following the respective Mondays.

(e) All work done on Sundays, Christmas Day, 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 payment shall be in addition to the ordinary weekly wage.

#### *Annual Holiday*

8. Two weeks' holiday on full pay shall be allowed to each worker on the completion of each year of employment. Subject to the provisions of the Annual Holidays Act, 1944, such holiday may be allowed in conjunction with the Christmas and New Year holiday. For less than one year of employment payment shall be made in conformity with the provisions of the Annual Holidays Act, 1944. Such holidays shall be given in addition to the holidays specified in clause 7 of this award.

#### *Increase in Rates of Remuneration*

9. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

**EXPLANATORY NOTE.**—(1) The general order of the 9th August, 1940, increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the *remuneration* of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in *rates of remuneration* provided by the order referred to in (a) hereof applied to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

(3) The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

### *Proportion*

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

### *References*

11. (a) Each worker 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 worker and shall be returned on request.

### *Payment of Wages*

12. Wages shall be paid at such intervals, not exceeding one month, as may be mutually agreed upon between an employer and his workers. In the absence of agreement, wages shall be paid fortnightly. Wages shall be paid on any day not later than Thursday.

### *Transferring of Workers*

13. Any employer 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.



*Terms of Employment*

14. (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.

*Accommodation*

15. (a) Where practicable, the employer shall provide a suitable dining-room and facilities for boiling water for the purpose of making tea. He shall also supply a sufficient number of wash-hand basins and proper lavatory accommodation.

(b) Where three or more females are employed, a suitable rest-room and cloak-room shall be provided.

(c) In the event of any dispute as to the practicability of providing accommodation, the matter shall be dealt with under clause 16 hereof.

*Matters not provided for*

16. 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.

*Right of Entry*

17. The secretary or other authorized officer of the union 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.

*Notification*

18. Employers shall, on written request, at intervals of not more often than two months, supply to the secretary of the union the names of all workers employed by them under this award.

*Exemption*

19. Nothing in this award shall apply to male workers in receipt of £420 per annum or more.

*Workers to be Members of Union*

20. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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*

21. (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.

#### *Application of Award*

22. 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 districts to which this award relates.

#### *Scope of Award*

23. This award shall operate throughout the Northern, Taranaki, Wellington, Nelson, and Otago and Southland Industrial Districts.

#### *Term of Award*

24. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of April, 1945, 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 April, 1946.

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 25th day of June, 1945.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The principal matters settled by the Court related to classification of workers, hours of work, and all wage rates.

In making the provisions relating to wages retrospective to the 1st April, the Court has taken into consideration an application under the Economic Stabilization Emergency Regulations for amendment of the expiring award.

Mr. Monteith is not in agreement, and his dissenting opinion follows.

A. TYNDALL, Judge.

---

## DISSENTING OPINION OF MR. MONTEITH

I dissent from this award.

In my opinion a five-day week (Monday to Friday) should have been awarded. If this industry cannot work a five-day week, I do not know one in New Zealand that can. In fact, nearly all the workers covered by this award are now observing the five-day week (Monday to Friday).

---