

NEW ZEALAND (EXCEPT WELLINGTON INDUSTRIAL DISTRICT) **OPTICAL EMPLOYEES—AWARD**

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Marlborough, Nelson, Westland, Canterbury, 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 Optical Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT

Andrews, E. L., Victoria Street, Hamilton.
Armstrong, H. A., Gladstone Road, Gisborne.
Armstrong, S., The Strand, Whakatane.
Atkinson, H. A., Otahuhu, Auckland.
Bagley, H. A., Kaitaia.
Balfour, Irvine, and Webster, Ltd., Karangahape Road, Auckland.
Balfour, Irvine, and Webster, Ltd., Hamilton.
Barry and Beale, Ltd., Wellesley Street, Auckland.
Brice, S. F. W., Rathbone Street, Whangarei.
Clark, J. D., Post-office Box 149, Opotiki.
Cocks, Arthur, and Co., Ltd., Chancery Street, Auckland.
Dickson, R. A., Gisborne.
Farmer, F. A., Cameron Street, Whangarei.
Gaukrodger, H. W., Dargaville.
Grocott, Victoria Street, Hamilton.
Hedge, S. J., Paeroa.
Leigh, E. H., Cambridge.
McLennan, A. D., Te Kuiti.
Neal, C. E., Post-office Box 42, Rotorua.
Peacock, T., and Son, Queen Street, Auckland.
Prestwood, W. H., Pollen Street, Thames.
Read, Geo. E., and Son, Karangahape Road, Auckland.
Standard Optical Co., Ltd., High Street, Auckland.
Taafe, W. A., Ltd., Ellison Chambers, Queen Street, Auckland.

TARANAKI INDUSTRIAL DISTRICT

Bennett, J. O., Devon Street East, New Plymouth.
 Davies, Ernest B., Devon Street, New Plymouth.

MARLBOROUGH INDUSTRIAL DISTRICT

Wyber, R. W., London Quay, Picton.

NELSON INDUSTRIAL DISTRICT

Barry and Sargeant, Ltd., 210 Hardy Street, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Gosling, W., 25A McKay Street, Greymouth.
 Mann, J., Brick Street, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Barry and Stoupe, Ltd., 269 High Street, Christchurch.
 Carmichael, G. S., Stafford Street, Timaru.
 Curtis, F., Ashburton.
 Hancock, A. N., King Street, Temuka.
 Proctor, J. R., Ltd., 206 High Street, Christchurch.
 Sevicke Jones, Ltd., The Square, Christchurch.
 Standard Optical Co., Ltd., Cashel Street, Christchurch.
 Watsons Ltd., Colombo Street, Christchurch.
 Yeoman, A. B., Thames Street, Oamaru.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Davies, F. O., Tay Street, Invercargill.
 Dawsons Ltd., Princes Street, Dunedin.
 Dick, Peter, Princes Street, Dunedin.
 Fairmaid Optical Co., 119 Princes Street, Dunedin.
 Gilmore, J. D., Ltd., Invercargill.
 Lindsay, J., 140 Broughton Street, Gore.
 McNeill, S. L., Palmerston Street, Riverton.
 Martin, G. H., Lawrence.
 Neill, Hugh and G. K., Ltd., George Street, Dunedin.
 Walker, T., Post-office Box 7, Winton.
 Wesley, W. J., Main Street, Otautau.
 Young, T. G., P.O. Box 200, Dunedin.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 31st day of May, 1950, 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 18th day of February, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. The provisions of this award shall apply to workers engaged in all operations and duties customarily performed in the establishments of sight-testing opticians, spectaclemakers, dispensing opticians, wholesale opticians, and optical jobbing houses, including the manufacture, cutting, and mounting of all types of lenses, and spectacle-frame making and repairing,

Classification

2. (a) A learner is a person who is employed in a factory on optical work 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 or wholesale establishment and who attends to clients and performs any other necessary work.

Hours of Work

3. (a) The hours of work for learners and mechanics in the factory shall be forty per week, to be worked between the hours of 8 a.m. and 5.30 p.m. on five days of the week.

(b) The hours of work for assistants in optical rooms, optical warehouses, or shops shall be forty per week, to be worked between the hours of 8 a.m. and 5.30 p.m. on four days of the week and 8 a.m. to 9 p.m. on one day of the week.

Wages

4. The following shall be the minimum rates of wages:—

(a) Learners—	Per Week.		
	£	s.	d.
First six months of service	1	15	0
Second six months of service	2	4	0
Third six months of service	2	12	6
Fourth six months of service	3	2	0
Fifth six months of service	3	13	0
Sixth six months of service	4	0	0
Seventh six months of service	4	10	0
Eighth six months of service	5	0	0
Ninth six months of service	5	10	0
Tenth six months of service	6	0	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) (i) Mechanics shall be paid not less than £7 12s. 6d. per week.

(ii) Mechanics in charge of three or more workers shall be classed as "foremen" and shall be paid not less than £8 2s. 6d. per week.

(c) Attendants—	Per Week.			Per Week.		
	Males.			Females.		
	£	s.	d.	£	s.	d.
First six months of service	2	0	0	2	0	0
Second six months of service	2	10	0	2	5	0
Third six months of service	3	0	0	2	10	0
Fourth six months of service	3	10	0	2	15	0
Fifth six months of service	4	0	0	3	0	0
Sixth six months of service	4	10	0	3	10	0
Fourth year	5	0	0	4	0	0
Fifth year	5	10	0	4	10	0
Thereafter	6	0	0	5	0	0

(d) For the purpose of this award, "service" shall mean service in the establishment of any party to this award or in any other optical establishment throughout New Zealand, except in so far as the Shops and Offices Act applies.

Annual Holidays

5. The provisions of the Annual Holidays Act, 1944, shall apply to all workers covered by this award, with the following exception: unless the holiday period is fixed by mutual arrangement, workers shall receive at least one month's notice before leave has to be taken.

Holidays

6. (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 birthday of the reigning Sovereign.

(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) Any work done on a Sunday or on any of the holidays above mentioned or on holidays in lieu thereof shall be paid for at double time rates, with a minimum of four hours' pay. The said payment shall be in addition to the ordinary weekly wage.

(d) The provisions of the Public Holidays Act, 1910, and its amendments shall be deemed to be incorporated in this award.

Overtime

7. All time worked in excess of eight hours shall be paid for at the rate of time and a half for the first three hours on any day and double time thereafter.

Meal-money

8. Meal-money at the rate of 2s. 3d. 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, 1946, and its amendments, as the case may be.

Payment of Wages

9. Wages shall be paid weekly within working-hours and not later than Thursday in each week.

Weekly Employment

10. 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.

Tools and Materials

11. A worker shall not be required to provide any tools or materials, and shall be supplied by the employer with overalls as required.

Termination of Employment

12. 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.

Piecework

13. Piecework shall be prohibited. No work shall be sublet labour only. It shall be a breach of this award for any employer to sublet any work within the scope of this award on a labour-only basis, and any worker taking work on a labour-only basis shall be guilty of a breach of this award.

Access to Factories

14. Every employer bound by this award shall permit the secretary or other authorized officer of the union to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Matters Not Provided For

15. 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.

Workers to be Members of Union

16. (a) Subject to the provisions of subsection (5) of section 18 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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(d) Employers shall, on application from the union secretary in the district, supply the names and addresses of all employees in their employ; such request shall not be made more often than once in every three months.

(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

17. (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

18. 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

19. This award shall operate throughout the Northern, Taranaki, Nelson, Marlborough, Westland, Canterbury, and Otago and Southland Industrial Districts.

Nothing in this award shall apply to refractionists.

Term of Award

20. This award, in so far as the payment of wages is concerned, shall be deemed to have come into force on the 21st day of January, 1949, and so far as all the other provisions 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 31st day of May, 1950.

In witness whereof the seal of the Court of Arbitration hath heretofore been put and affixed, and the Judge of the Court hath hereunto set his hand, this 18th day of February, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

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

A. TYNDALL, Judge.