

(4336.) CANTERBURY RETAIL SOFT-GOODS TRADE EMPLOYEES.—
AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Christchurch Retail Drapers' Assistants' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Ashburton.

Barrett, Hubert C., 89 East Street.
Cameron, J., 106 Burnett Street.
Hefford, G., and Co., 64 East Street.
Kenna, Richard, and Co., 120 Burnett Street.
Mitchell and Turner, 96 Burnett Street.
Moore, William J., 46 East Street.
New Zealand Clothing Factory, East Street.
Orr, Andrew, and Co., 66 East Street.
Sarney and Co., 156 Havelock Street.
Segers, Henry C., 44 East Street.
Swanson, J., Burnett Street.

Akaroa.

Lewitt, Thomas, Akaroa.
Turner, Albert J., Akaroa.

Amberley.

South, J. M., and Co., Amberley.

Christchurch.

- Armstrong, T., and Co. (Limited), 772 Colombo Street and 120 High Street.
 Atkinson, H., 127 Manchester Street.
 Balkind, Lazarus W., 629 Colombo Street.
 Ballantyne, J., and Co., 128 Cashel Street and 667 Colombo Street.
 Beath and Co. (Limited), 146-150 Cashel Street.
 Berry, G. L. (Hulbert's), 239 High Street.
 Burns, William F., 140 Cashel Street.
 Carey, Andrew F., 732 Colombo Street.
 Chisnall and Stewart, 750 Colombo Street.
 Clarke, W. L., 115 Worcester Street.
 Cocks, T., and Sons, 76 Victoria Street.
 Drapery Importing Company (Limited), 154 Cashel Street.
 Dudley, Frederick William, 374 Lincoln Road.
 Gill and Co., 480 Colombo Street, Sydenham.
 Good, George E., 423 Colombo Street, Sydenham.
 Graham, Wilson, and Smellie, 178 High Street.
 Hewish, E., and Co., 276 High Street.
 Holmes and Son, 130 High Street.
 Ingold, Samuel R., 157 High Street and 442 Colombo Street.
 Loc, Albert, 198 High Street.
 McHarg, James T., 66 Regent Street.
 McKeon, Ernest L., 404 Colombo Street.
 Matheson, Kenneth, and Co., 646 Colombo Street.
 Munday, W. E., and Sops (Limited), 367 Colombo Street, Sydenham.
 New Zealand Clothing Factory, 137 Cashel Street.
 Nicholson and Co., 764 Colombo Street.
 Pannell, C., and Co., 137 Manchester Street.
 Parker, J. H., and Co. (Limited), 222 High Street and 709 Colombo Street.
 Phillips, John, 109 Manchester Street.
 Rhodes, John, 213 High Street.
 Robinson, S. N., 253 High Street.
 Shaw, G., and Co., 120 Cashel Street.
 Strange, W., and Co. (Limited), High Street and Lichfield Street.
 Walden and Nunn, 722 Colombo Street.
 White, A. J., High Street and Tuam Street.

Cust.

- Cooper, Edmund W., Cust.

Fairlie.

- Bussell, Thomas F., Fairlie.
 Marriott, Herbert, Fairlie.

Geraldine.

Canterbury Farmers' Co-operative Association, Geraldine.
Morrison Bros., Geraldine.

Kaiapoi.

Clarke, Frederick, Kaiapoi.
Malby, Thomas P., Kaiapoi.

Leeston.

Hammond, John W., Leeston.

Lyttelton.

Brice, Joseph T., 15 London Street.
Collins, John H., Canterbury Street.
Mahan, Daniel, 29 London Street.
Smith, J. W., and Co., 23 London Street.

Rangiora.

Barter, Ernest, Rangiora.
Gahagan and Co., Rangiora.
Julian, J. W., Rangiora.
McGruer, William, Rangiora.

Timaru.

Anderson, G. and S. (ladies' outfitters), 75 Stafford Street.
Ballantyne, J., and Co., Stafford Street.
Beckingham and Co. (Limited), 213 Stafford Street.
Burt, E. D., and Co., 81 Stafford Street.
Canterbury Farmers' Co-operative Association, Timaru.
Gabites, Arthur, 137 Stafford Street.
Kyle and Co. (ladies' outfitters), Timaru.
McGruer, Davis, and Co., 63 Stafford Street.
Marriott, Herbert, 131 Stafford Street South, Timaru.
New Zealand Clothing Factory, 117 Stafford Street.
Ormiston, James, 39 Stafford Street South, Timaru.
O'Rourke, J., 184 Stafford Street.
Pearson, W. A., and Co., 161 Stafford Street North, Timaru.
Sutherland and McKetterick, 245 Stafford Street.
Thomson, T. and J., 223 Stafford Street North, Timaru.

Temuka.

Comee, Richard B., Temuka.
Edwards, Thomas, jun., Temuka.
Gabites, Arthur, Temuka.
Moncur, H., and Co., Temuka.
Roulston, William C., Temuka.

Waimate.

Canterbury Farmers' Co-operative Association, Waimate.
 Graham, William C., Waimate.
 Shackleton, George J., Waimate.

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, 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 1st day of February, 1916, and shall continue in force until the 27th day of September, 1916, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 22nd day of June, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Interpretation.

1. For the purposes of this award every person shall be deemed to be a soft-goods assistant who is engaged in any capacity in connection with the reception, display, sale, or delivery of soft-goods in the retail establishments of those employers who are bound by this award.

Classification of Workers.

2. (a.) Soft-goods assistants shall be classified as follows: Apprentices, improvers, assistants (including males and females), storemen, packers, and porters.

(b.) An "apprentice" is a worker who has served less than four years in the soft-goods trade.

(c.) An "improver" is a worker who has served more than four years and less than six years in the soft-goods trade.

(d.) An "assistant" is a worker who has served six years or more in the soft-goods trade.

(e.) A "storeman" or "packer" is a worker engaged in packing and unpacking soft-goods.

(f.) A "porter" is a worker engaged as a general cleaner or messenger, or in the delivery of goods by hand.

Wages.

3. (a.) Assistants sixteen years of age and under entering the trade without previous experience shall be paid not less than the rates of wages set out in the following scale, viz. :—

	Males.			Females.		
	Per Week.			Per Week.		
	£	s.	d.	£	s.	d.
During the first year of service...	0	10	0	0	7	6
„ second year of service	0	15	0	0	10	0
„ third year of service	1	0	0	0	12	6
„ fourth year of service	1	7	6	0	17	6
„ fifth year of service	1	12	6	1	2	6
„ sixth year of service	2	0	0	1	5	0
And thereafter	3	0	0	1	10	0

(b.) An assistant entering the trade without previous experience from the age of seventeen to eighteen years shall be treated as having entered upon his or her second year of service, and shall be paid in accordance with the said scale.

(c.) An assistant entering the trade without previous experience from the age of eighteen to nineteen years shall be treated as having entered upon his or her third year of service, and shall be paid in accordance with the said scale.

(d.) An assistant entering the trade without previous experience from the age of nineteen years and over shall be treated as having entered upon his or her fourth year of service, and shall be paid in accordance with the said scale.

(e.) Any female who is employed wholly or substantially in a dress, manchester, drapery-furnishing, or print department shall be paid one-half more than the wages specified for females in the said scale.

Storemen, &c.

4. (a.) The minimum wages to be paid to storemen, packers, and porters shall be those set out in the following scale, viz. : Seventeen years of age and under, 10s. per week; over seventeen

and under eighteen years of age, 15s. per week; over eighteen and under nineteen years of age, £1 per week; over nineteen and under twenty years of age, £1 5s. per week; over twenty and under twenty-one years of age, £1 10s. per week. Porters over twenty-one years of age, £2 5s. per week. Storemen and packers over twenty-one years of age, £2 10s. per week.

(b.) So long as Great Britain continues at war with Germany and Austria, or either of them, and for three months after the cessation of such war, there shall be paid to all workers included in this clause of this award, as from the 3rd day of July, 1916, in addition to the rates above mentioned, a war bonus of 10 per cent. upon such rates.

(c.) Notwithstanding the foregoing clause the said war bonus may at any time during the currency of the said award be continued either wholly or partially, or may be increased or terminated as the Court, on the application of any party to the award or of its own motion, may determine.

Payment of Wages.

5. (a.) Wages shall be paid weekly or fortnightly and in cash.

(b.) All bonuses, premiums, and commissions earned by assistants other than canvassers shall be paid in addition to the weekly wages specified, and on no account shall any deduction be made from same.

Weekly Employment.

6. (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.

(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.

Casual Hands.

7. (a.) Casual hands employed from day to day shall in the case of males be paid not less than 1s. 4½d. per hour, and in the case of females not less than 10d. per hour.

(b.) An assistant shall be deemed to be a casual hand when employed for less than one month (twenty-four days, Sundays not inclusive).

Lift-attendants.

8. Nothing in this award shall be deemed to apply to lift-attendants.

Holidays.

9. (a.) The following shall be the recognized holidays, viz.: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anniversary Day, Labour Day, and the birthday of the reigning Sovereign.

(b.) Where any of the above holidays or any special holiday falls on any other day than the statutory half-holiday the usual half-holiday shall be allowed employees: Provided that this provision shall not apply to Easter Saturday, or to the Saturday immediately prior to Christmas Day, or to the Saturday immediately prior to New Year's Day.

(c.) Any work done on Sunday, Christmas Day, or Good Friday shall be paid for at double-time rates, and all work done on any of the other specified holidays or on holidays observed in lieu thereof shall be paid for at the rate of time and a half. The said payments shall be in addition to the ordinary weekly wages, but in no case shall work be performed upon the statutory half-holiday provided for under this award.

Proportion of Apprentices and Improvers.

10. The proportion of apprentices and improvers to assistants in any shop or branch shop shall be not more than one apprentice or improver to one assistant.

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 Factories 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.

Preference.

12. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within one calendar month after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

References.

13. (a.) Each employee on leaving or being discharged from his or her employment shall be given, within forty-eight hours thereafter, a reference in writing stating the position held and length of service.

(b.) Original references shall be the property of the employee, and shall be returned within forty-eight hours after engagement.

Notice of Overtime.

14. Four hours' notice shall be given to any employee who shall be required to work overtime, or in lieu thereof 1s. tea-money shall be paid.

Scope of Award.

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

Term of Award.

16. This award (save and except clause 4 (b) hereof, which shall come into force on the 3rd day of July, 1916) shall come into force as from the 1st day of February, 1916, and shall continue in force until the 27th day of September, 1916.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 22nd day of June, 1916

____ T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies the recommendation of the Conciliation Council, which the parties agreed to accept. The only point raised at the hearing was a request by the union for a war bonus of 10 per cent. on the rates agreed upon. The Court has granted this bonus only in respect of certain workers, as in the Dunedin award, and for the reasons appearing in the memorandum to that award.

T. W. STRINGER, Judge.