

(6814.) WESTPORT (TWENTY-FIVE-MILES RADIUS) RETAIL SHOP-ASSISTANTS (BUTCHERS' SECTION).—AWARD.

In the Court of Arbitration of New Zealand, Westland 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 Westland Retail Shop-assistants in the Soft-goods, Fancy-goods, Furniture, Hardware, Chemists', Tobacconists', Grocers', Boot, and Butchers' Trades Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Colvin, Albert, Butcher, Palmerston Street, Westport.
Croawill, S., Butcher, Palmerston Street, Westport.
Elly, Rheuben, Butcher, Palmerston Street, Westport.
Farmers' Butchery (Limited), Butchers, Palmerston Street,
Westport.
Heilum, Eli, Butcher, Millerton.
Laplough, J., Butcher, Millerton.
Lines and Son, Butchers, Palmerston Street, Westport.
McMahon, Edward, Butcher, Palmerston Street, Westport.
Ward Bros., Butchers, Denniston.

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 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 hereinafter provided, and shall continue in force until the 31st day of December, 1921, 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 10th day of May, 1921.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

1. Clauses 1 to 13 (both inclusive) of the award made between the Greymouth Retail Shop-assistants in the Soft-goods, Fancy-goods, Furniture, Hardware, Chemists', Tobacconists', Grocers', Boot, and Butchers' Trades Industrial Union of Workers and the therein-mentioned persons, firms, and companies, dated the 10th day of February, 1921, and recorded in Book of Awards, Vol. xxii. p. 227, as amended by the order of the Court dated the 28th day of April, 1921, are hereby incorporated in and shall be deemed to be part of this award, subject, however, to the modifications hereinafter contained.

2. The words "and Tradesmen's Picnic Day" in clause 7 (a) are hereby deleted.

3. The following subclause is hereby added to clause 7 of the said award :—

"(f.) An employer and a worker may agree that the annual week's holiday may be accumulated for not more than two years,

provided that a proportionate payment be made in the event of the termination of the employment during the second year.”

4. This award shall operate throughout that part of the Westland Industrial District within a radius of twenty-five miles from the Chief Post-office at Westport.

5. This award in so far as it relates to wages shall be deemed to have come into force on the 2nd day of May, 1921, and so far as all the other provisions of this award are concerned it shall come into force on the date hereof; and this award shall continue in force until the 31st day of December, 1921.

In witness whereof the seal of the Court of Arbitration of New Zealand hath hereto been affixed, and the Judge of the Court hath hereto set his hand, this 10th day of May, 1921.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The reasons for making this award are set out in the memorandum to the Westport (Twenty-five-miles Radius) Retail Shop-assistants' (General Section) award.

[L.S.]

F. V. FRAZER, Judge.