

(6815.) WESTPORT (TWENTY-FIVE-MILES RADIUS) RETAIL SHOP-ASSISTANTS (GENERAL 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") :—

Brown, Miss, Draper, Palmerston Street, Westport.

Carr, William G., Draper, Palmerston Street, Westport.

Cullen, C. J., Stationer, Palmerston Street, Westport.

Davies, Archie, Boot and Shoe Importer, Palmerston Street, Westport.

Fair, J. W., Draper, Palmerston Street, Westport.

Gibbard, D. T., Draper, Palmerston Street, Westport.

Gothad, George, Ironmonger, Palmerston Street, Westport.

Green, A. J., Draper, Palmerston Street, Westport.

Greenwood, J. H., Stationer, Palmerston Street, Westport.

Hallenstein Bros., Drapers, Palmerston Street, Westport.

Hansen and Co., Furnishing Emporium, Palmerston Street, Westport.

Johnston and Hennessey, Misses, Drapers, Palmerston Street, Westport.

Lasser, Mrs., Draper, Palmerston Street, Westport.
 Lawson, J. J., and Co., Boot and Shoe Importers, Palmerston Street, Westport.
 McElwee, George, and Co., Boot and Shoe Importers, Palmerston Street, Westport.
 McGruer and Co., Drapers, &c., Palmerston Street, Westport.
 Martin and Co., Ironmongers, Palmerston Street, Westport.
 Palmer, Mrs., Fancy-goods Importer, Palmerston Street, Westport.
 Panckhurst and Co., Drapers, Palmerston Street, Westport.
 Parkhouse, George, Stationer, Palmerston Street, Westport.
 Struthers, W., and Co., Ironmongers, Palmerston Street, Westport.

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 22 (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. 244, as amended by orders of the Court dated the 28th day of April, 1921, and the 6th day of May, 1921, are hereby incorporated in and shall be deemed to be part of this award, subject, however, to the modifications hereinafter contained.

2. Boys under the age of sixteen years employed as messengers or in the delivery of parcels shall not be deemed to be shop-assistants.

3. The hour of ceasing work prescribed in clause 3 of the said award on four days of the week shall be 6 p.m., except in the case of shops situated within the Borough of Westport.

4. The following words shall be added to clause 7 of the said award: "During half-yearly sale times permanent workroom hands may be transferred to the shop for one day or longer, provided they are paid not less than the minimum rates prescribed in this award for permanent hands, or not less than the wages they receive as workroom hands, whichever is the greater. Notice in writing of every such transfer shall be given to the Inspector of Awards."

5. The words "or fortnightly" shall be inserted after "weekly" in clause 8 of the said award, and the following sub-clause shall be added to the said clause:—

"(c.) No deduction shall be made except for time lost through the worker's sickness or default."

6. The words "Tradesmen's Picnic Day" in clause 12 (a) are hereby deleted.

7. The following subclause is hereby added to clause 12 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."

8. The word "senior" in clause 13 shall include the employer if he is substantially engaged in the work of a senior assistant.

9. The last sentence of clause 16 (b) is hereby deleted.

10. The hour for closing shops prescribed in clause 20 of the said award on four days of the week shall be 6 p.m., except in the case of shops situated within the Borough of Westport.

11. 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.

12. This award shall in so far as it relates to wages 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 application for this award came before the Court in the form of an application for an order adding parties to the Greymouth (Twenty-miles Radius) Retail Shop-assistants' (General Section) award. After consideration the Court has decided to make a fresh award in the form above set out, to expire contemporaneously with the Greymouth award. The shortness of the term has been decided on with a view to enabling the parties to apply, if they desire, for an award covering the whole industrial district.

[L.S.]

F. V. FRAZER, Judge.