

## (6882.) NELSON INDUSTRIAL DISTRICT RETAIL SHOP-ASSISTANTS (GROCERS' SECTION).—AWARD.

In the Court of Arbitration of New Zealand, Nelson 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 Nelson Amalgamated Society of Shop-assistants' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Bromiley and Sons, Grocers, Hardy Street, Nelson.  
 Blue, W., Grocer, Nile Street, Nelson.  
 Franzen, B., and Co., Grocers, The Port, Nelson.  
 Harney, J. F., Grocer, Richmond.  
 Hingston, G. F., Grocer, Hardy Street, Nelson.  
 Hodgson, A., and Sons, Grocers, Wakefield and Brightwater.  
 Hooper, E., and Sons, Grocers, Wakefield.  
 Jones, J. S., Grocer, Stoke.  
 Lewis, W. E., Grocer, Spring Grove.  
 McBride, M. A., Grocer, Bridge Street, Nelson.  
 McCaffey, P., Grocer, Upper Moutere.  
 Maden, A., Grocer, Waimea Street, Nelson.  
 Manoy, A., and Son, Grocers, Motueka.  
 May, W. R., and Co., Grocers, Richmond.  
 Motueka Farmers' Co-operative Association, Grocers, Motueka.  
 Muntz, F., Grocer, Upper Moutere.  
 Newport, H., Grocer, Richmond.  
 New Zealand Farmers' Co-operative Association, Hardy Street, Nelson.  
 Palmer, L. H., Grocer, Hope.  
 Pettit, T., and Co., Grocers, Waimea Street, Nelson.  
 Rankin, J. H., and Sons, Grocers, Motueka.  
 Roughton, W., Grocer, Hardy Street, Nelson.  
 Scott, J., Grocer, Grove Street, Nelson.  
 Stewart and Co., Grocers, Nile Street, Nelson.  
 Walker, T., Grocer, Waimea Road, Nelson.  
 Webster, M. P., and Co., Grocers, Bridge Street, Nelson.  
 Wood, J., and Sons, Grocers, Bridge Street, Nelson.  
 Workers' Co-operative Association, Grocers, Bridge Street, Nelson.

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 hereinafter provided, and shall continue in force until the 1st day of June, 1923, 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 7th day of July, 1921.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

*Hours of Work.*

1. The hours of work shall be as follows:—

(a.) Within a radius of five miles of the Chief Post-office of the City of Nelson, between 8 a.m. and 5.30 p.m. on four days of the week, between 8 a.m. and 6 p.m. on one day of the week, and between 8 a.m. and 1 p.m. on the day of the half-holiday. Outside a radius of five miles of the Chief Post-office in the City of Nelson, between 8 a.m. and 5.30 p.m. on four days of the week, between 8 a.m. and 8 p.m. on one day of the week, and between 8 a.m. and 1 p.m. on the day of the half-holiday. A week's work shall not exceed forty-eight hours.

(b.) Any time worked in excess of these hours shall be deemed overtime, and shall be paid for at the rate of time and a half for the first three hours and thereafter double time.

*Wages.*

2. (a.) The minimum rates of wages for grocers' assistants shall be as follows: From fifteen to sixteen years of age, 15s. per week; from sixteen to seventeen years of age, £1 per week; from seventeen to eighteen years of age, £1 7s. 6d. per week; from eighteen to

nineteen years of age, £2 per week; from nineteen to twenty years of age, £2 10s. per week; from twenty to twenty-one years of age, £3 per week; from twenty-one to twenty-two years of age, £3 10s. per week; over twenty-two years of age, £4 2s. 6d. per week.

(b.) The minimum rates of wages above prescribed for male employees shall be increased by a bonus of 5s. per week unless and until the Court shall otherwise order.

#### *Terms of Engagement.*

3. (a.) The employment shall be a weekly one, and no deduction shall be made from the week's wages for public holidays. Time lost by a worker through illness or default may be deducted from his wages.

(b.) The proportion of boys or youths to men shall be one to every three or fraction thereof.

#### *Holidays.*

4. (a.) The following shall be the recognized holidays: New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, and Boxing Day.

(b.) If any day shall be generally observed as a holiday in lieu of any of the days mentioned in subclause (a) hereof, such day for the purposes of this award shall be substituted for the specified holiday.

(c.) Work done on the above-mentioned holidays and Sundays shall be paid for at double-time rates.

(d.) One holiday of one week on full pay shall be granted to each worker under this award on completion of each year of service, and such holiday shall be taken at a time to be fixed by the employer.

#### *Under-rate Workers.*

5. (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*

6. (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 seven days 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.

#### *Clerks.*

7. Nothing in this award contained shall apply to clerks, cash-boys, or other persons engaged in the office-work of the employer and not engaged in the work of the shop, or to females employed solely in confectionery departments.

#### *Time and Wages Book.*

8. The employer shall keep and enter or cause to be kept and entered up a book containing the names of such of his workers to whom this award applies, the class of work performed by and the wages paid to such worker, and the time during which he has been employed.

#### *Reference.*

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

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

*Canvassers.*

10. Canvassers required to be out collecting orders after 1 p.m. on any day of the first five days of any week shall be allowed not less than 1s. 6d. for dinner; such allowance shall be given in addition to his weekly wage.

*Interpretations.*

11. For the purpose of this award every person shall be deemed to be a grocer's assistant who is engaged in any capacity in connection with the sale of goods, display of goods, making up orders, stocks, packing, despatching, storemen, canvassers, or in any capacity in connection with the retail grocery trade. Nothing in this award shall be deemed to apply to female workers at present employed.

*Term of Award.*

12. This award in so far as it relates to wages shall be deemed to have come into force on the 1st day of June, 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 1st day of June, 1923.

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 7th day of July, 1921.

[L.S.]

F. V. FRAZER, Judge.

## MEMORANDUM.

This award embodies the recommendations of the Conciliation Council, which the parties agreed to accept. The term of the award has been fixed by the Court.

[L.S.]

F. V. FRAZER, Judge.