

(8395.) OAMARU, HAMPDEN, AND WAITAKI COUNTY GROCERS' ASSISTANTS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland 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 Oamaru Grocers' Assistants' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Barclay Bros., Grocers, Kurow.
 Brotherhood and Co., Grocers, Ngapara.
 Carey, A. G., Grocer, Thames Street, Oamaru.
 Cayford, B., Grocer, Thames Street, Oamaru.
 Clark, A., Grocer, Thames Street, Oamaru.
 Cleverley, G., Grocer, Herbert.
 Crombie, W. S., Grocer, Thames Street, Oamaru.
 Fraser, Mrs., Grocer, Thames Street, Oamaru.
 Fyfe Bros., Grocers, Duntroon.
 Gibb, W., Grocer, Tokarahi.
 Gregg, A., Grocer, Pukeuri.
 Joiner, J., Grocer, Enfield.
 Lang, A. B., Grocer, Hampden.
 Mackay, A., Grocer, Thames Street, Oamaru.
 McKenzie, A., Grocer, Pukeuri.
 Mayfield and Mathews, Grocers, Papakaio.
 Milligan and Bond, Grocers, Tees Street, Oamaru.
 Nicholson, E., Grocer, Hull Street, Oamaru.
 North Otago Farmers' Co-operation Association (Limited),
 Grocers, Thames Street, Oamaru.
 Pygall, W. J., Grocer, Tees Street, Oamaru.
 Smythe, W. W., Grocer, Arun Street, Oamaru.
 Snell and Son, Grocers, Ribble Street, Oamaru.
 Taylor Bros., Grocers, Windsor.
 Wilson, G., Grocer, Tees Street, Oamaru.
 Wilson, S., Grocer, Weston.
 Young, T., Grocer, Kakanui.

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 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 1st day of October, 1927, 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 affixed, and the Judge of the Court hath hereunto set his hand this 20th day of October, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall be those prescribed by the Shops and Offices Act, 1921-22, and its amendments.

Wages.

2. Any worker coming within the scope of this award shall be paid not less than the following rates of wages:—

First year	..	..	..	..	0	15	0		
Second year	..	..	..	..	1	2	6		
Third year	..	..	..	..	1	7	6		
Fourth year	..	..	..	..	1	17	6		
Fifth year	..	..	..	..	2	10	0		
Sixth year	..	..	..	..	3	5	0		
Seventh year	..	..	..	..	4	10	0		

Payment of Wages.

3. Wages, including overtime, shall be paid weekly or fortnightly, on a day to be from time to time fixed in advance by the employer.

Overtime.

4. All time worked in excess of the hours provided for by clause 1 hereof shall be overtime, and shall be paid for at the rate of time and a half.

Terms of Engagement.

5. (a.) The employment shall be a weekly employment, 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 shall be one to every three men or fraction thereof.

(c.) An assistant may act as a driver on any special occasion.

(d.) In the case of workers, other than casual hands, a week's notice of dismissal or of resignation shall be given by the employer or worker, but this shall not prevent any employer from dismissing any workers for good cause.

Holidays.

6. (a.) The following shall be the recognized holidays: New Year's Day, the day following such day, Anniversary Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, King's Birthday, Christmas Day, Boxing Day, and the day set apart for the grocers' annual picnic.

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

(c.) In addition to any holidays mentioned in this award, every grocer's assistant shall be granted one week's holiday on full pay in each year.

Weekly Half-holiday.

7. No worker shall be employed after 12 noon on the day of the half-holiday, notwithstanding the provisions of the Shops and Offices Act, 1921-22.

Time and Wages Book.

8. The employer shall keep and enter up, 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 workers, and the time during which they are employed respectively.

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 length of service.

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

Preference.

10. (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 fourteen 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, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

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 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.

Canvassers.

12. (a.) Canvassers shall be recouped for all moneys actually and reasonably expended by authority in travelling on the employer's business.

(b.) Employers shall provide bicycles or some other conveyance for canvassers, and pay for all repairs to same.

Clerks and Females.

13. Nothing in this award shall apply to females at present in the employment of any employer in any capacity, or 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.

Definition of "Assistant."

14. The term "assistant" where used in this award shall include shop-assistants, storemen, and assistants, part of whose work is canvassing for orders, and in shops where there is a separate provision side to the shop shall include assistants on that side even though such assistants may be exclusively employed on that side.

Closing of Shop.

15. All grocers' shops in the districts covered by this award shall close as follows: On four days of the week at 5.30 p.m., on one day of the week at 8 p.m., and on the day of the half-holiday at noon.

Scope of Award.

16. The provisions of this award shall be limited to the Boroughs of Oamaru and Hampden and the County of Waitaki.

Term of Award.

17. This award in so far as it relates to wages shall be deemed to have come into force on the 1st day of October, 1925, and so far as all the other conditions 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 1st day of October, 1927.

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 20th day of October, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.