

(10297.) SOUTHLAND GROCERS' ASSISTANTS AND DRIVERS.—
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and amendments thereof, this 5th day of August, 1932, between the several persons, firms, and companies named in Schedule A hereto attached, of the one part, and the Invercargill Retail Grocers' Assistants' Industrial Union of Workers, of the other part. The matters agreed upon at a sitting of a Council of Conciliation held in Invercargill on the 5th day of August, 1932, are fully set out in Schedule B hereto attached.

SCHEDULE A.

Allison, W., Grocer, Ohai.
Anderson, Mrs. A., Grocer, Dee Street, Invercargill.
Angelo Bros., Grocers, Fairfax.
Barlow, J. H., Grocer, Eye Street, Invercargill.
Bayes, H. S., Grocer, Yarrow Street, Invercargill.
Bell, P. A., Grocer, Yarrow Street, Invercargill.
Berry and Co., Grocers, Queenstown.
Blacke, J. J., Grocer, Ngapohatu.
Blakeley, Mrs. L. C., Grocer, Dee Street, Invercargill.
Blomfield Bros., Grocers, Clifton and Woodend.
Borland, T., Grocer, Riverton.
Bragg, T., Grocer, Stewart Island.
Brown, E. A., Grocer, Pahia.
Browne, S., Grocer, Woodlands.
Brownlie, J., and Son, Grocers, Gore.
Buchanan, J. and W., Grocers, Mataura.
Bulling, A. H., Grocer, Glenham.
Bulling, H., Grocer, Toa.
Burgess, G., Grocer, Brydone.
Cameron and Finn, Grocers, Tuatapere.
Castle, A. W., Grocer, Elles Road, Invercargill.
Cayford, B., Grocer, Mataura.
Colquhoun, R., Grocer, Ohai.
Coster, D. A., Grocer, Mataura.
Craigie, J., Grocer, Nelson Street, Invercargill.
Crawford, J., Grocer, Ryal Bush.
Crawford, J. J., Grocer, Lumsden.
Crosbie, Mrs. I., Grocer, Seaward Downs.
Crowther, W., Grocer, Orepuki.
Davies, J., Grocer, Tuatapere.
Davies, W. M., Grocer, Ohai.
Dawson, F. A., Grocer, Esk Street, Invercargill.
Dawson, H. D., Grocer, St. Andrew's Street, Invercargill.
Dempster, Mrs. M., Grocer, Dee Street, Invercargill.
Denham, W., Grocer, Conon Street, Invercargill.
Dennis, G., Grocer, Makarewa.
Denton, Lawrence Percy, Grocer, Bluff.
Dixon, Mrs. S. A., Grocer, Elles Road, Invercargill.
Douglas, J., Grocer, South Invercargill.
Doyle, J. H., Grocer, Bluff.
Ellis, A., Grocer, Waimahaka.
Faircloth, S. A., Grocer, Nelson Street, Invercargill.
Ferrier, Miss R. H., Grocer, Tay Street, Invercargill.
Ford, J. F., Grocer, Ythan Street, Invercargill.

- Fraser, J., Grocer, Ythan Street, Invercargill.
 Fraser, L., Grocer, Elles Road, Invercargill.
 Froggatt, A., Grocer, Avenal.
 Galt, J., Grocer, Thornbury.
 Gardner, A. C., Grocer, Rugby Park, Invercargill.
 Garrett, Miss M., Grocer, Avenal.
 Garthwaite, J. C., Grocer, Athol.
 Gellately, James, Grocer, Grace Street, Invercargill.
 Gibson and Co., Grocers, North Invercargill.
 Gilmour, R. L., Grocer, Waikaia.
 Glass, L., Grocer, Mokotua.
 Goldthorpe, Mrs. C., Grocer, Oreti.
 Goodall, C. E., Grocer, Orawia.
 Goodsir, E. A., Grocer, Kennington.
 Grant, J. and A., Grocers, Nightcaps.
 Grant, Robert, Grocer, Balfour.
 Grimwoods Ltd., Grocers, Winton.
 Gwyn, J. A., Grocer, Menzie's Ferry.
 Hall, R., Grocer, Conon Street, Invercargill.
 Hastings, G., Grocer, Gore.
 Helm and Dickson, Grocers, Riverton.
 Heywood, Mrs. J. A., Grocer, Lindisfarne, Invercargill.
 Hicken, Mrs., Grocer, Elles Road, Invercargill.
 Holmes, Len., Grocer, Conon Street, Invercargill.
 Hughes, T., Grocer, Lindisfarne, Invercargill.
 Humphries, E. A., Grocer, Edendale.
 Jackson, Mrs. E., Grocer, Pomona Road, Invercargill.
 Jamieson, Mrs. C. A., Grocer, Leet Street, Invercargill.
 Johnson, G., Grocer, Lumsden.
 Jones, F., Grocer, Ross Street, Collingwood, Invercargill.
 Kelman, W., Grocer, Nith Street, Invercargill.
 Kirk, J. R., Grocer, Martin Road, Invercargill.
 Kirkland, Robert, Grocer, Mataura Island.
 Kirkness, W. G., Grocer, Nith Street, Invercargill.
 Kroning, A., Grocer, Gore.
 Lang, H. L., Grocer, Tay Street, Invercargill.
 Langmuir, W. R., Grocer, Wallacetown.
 Leete, H., Grocer, Tay Street, Invercargill.
 Lewis, T., Grocer, King Street, Invercargill.
 Lynch, L. J., Grocer, Queenstown.
 Macaulay, G., Grocer, Mossburn.
 Marshall, R. A., Grocer, Edendale.
 Martin and Spear, Grocers, Riverton.
 Mathesons Ltd., Grocers, Dee Street and Tay Street, Invercargill;
 Otautau; Edendale; Wairoa; Nightcaps.
 Matthews, J. H., Grocer, Mandeville.
 Matthews, R. H., Grocer, Riversdale.
 McCulloch and Co., Grocers, Orepuki.
 McCurdy, N., Grocer, Dipton.
 McDougall, A. B., Grocer, Winton.
 McEwan, A., Grocer, Fortrose.
 McGibbon and Co., Ltd., Grocers, East Gore.
 McGibbon and Co., Ltd., Grocers, Gore.
 McGibbon, J., and Sons, Grocers, Mataura.
 McGill, F. W., and Co., Grocers, Gladstone.
 McGill, T. O., Grocer, Dipton.
 McGlinchy, J., Grocer, Wyndham.
 McKay, R. M., and Co., Grocers, Wyndham.
 McKenzie, A., Grocer, Centre Street, Invercargill.

- McKenzie, G., Grocer, Dee Street, Invercargill.
 McKercher, D. C., Grocer, Lochiel.
 McMenamin, Miss A., Grocer, Elles Road, Invercargill.
 McNeill, J. J., Grocer, Queenstown.
 McPherson, J. C., Grocer, Riversdale.
 Morris, Mrs. E. S., Grocer, Pomona Road, Invercargill.
 Moylan, Jas., Grocer, Biggar Street, Invercargill.
 Munro, J. S., Grocer, Morton Mains.
 Murray and Robertson, Grocers, Gore.
 Mutual Stores Co., Grocers, Balfour, Pukerau, Waikaka.
 Nairns Ltd., Grocers, Tuatapere.
 Nichol Bros., Grocers, Bluff.
 Nicholas, C. J., Grocer, Wright's Bush.
 O'Connor, J., Grocer, Balfour.
 Orr, Mrs. M., Grocer, East Road, Invercargill.
 Payne, J., Grocer, St. Andrew's Street, Invercargill.
 Porter, J. S., Ltd., Grocers, Freshford.
 Preddy's Ltd., Grocers, Yarrow Street, Invercargill.
 Rankin, R., Grocer, Waikaka.
 Richards, T. W., Grocer, Tisbury.
 Robertson's Ltd., Grocers, Colac.
 Schroeder, C. F., Grocer, Ness Street, Invercargill.
 Shearer, T. A., Grocer, Drummond.
 Shields, R., Grocer, Otahuti.
 Sievwright, B., Grocer, Waikiwi.
 Single Profit Stores, Tay Street and 122 Dee Street, Invercargill; Bluff; Gore.
 Sloan, R., Grocer, Dee Street, Invercargill.
 Smith, Miss E., Grocer, Herbert Street, Invercargill.
 Smith, Jas., Grocer, Drummond.
 Smith, J. R., Grocer, Gorge Road.
 Smith, P., Grocer, Greenhills.
 South Co-operative Society, Ltd., Esk Street, Invercargill.
 Spence, R., Grocer, North Invercargill.
 Steans Bros., Grocers, Waianiwa.
 Steel, A. C., Grocer, Gore.
 Stewart, J. A., Grocer, Centre Bush.
 Stewart, J. P., Grocer, Ettrick Street, Invercargill.
 Southland Farmers' Co-operative Association, Ltd., Winton.
 Thompson, Mrs. H. M., Grocer, Herbert Street, Invercargill.
 Tressler, J. W., Grocer, Mary Street, Invercargill.
 Valentine, G. S., Grocer, Pukerau.
 Walker, R., jun., Grocer, Yarrow Street, Invercargill.
 Wilson, A. S., Grocer, Bluff.
 Wilson, Miss E., Grocer, Ythan Street, Invercargill.
 Wright, Stevenson, and Co., Ltd., Winton.
 Wyeth, C. H., Woodlands.

The following parties were added during the inquiry:—

- Self-help Co-operative, Ltd., Grocers, Invercargill; Gore; Mataura.
 Star Stores, Ltd., Grocers, Invercargill; Gore.
 Smith, H. and J., Ltd., Progressive Stores, Invercargill; Gore.
 McKenzie, J. R., Ltd., Invercargill.
 Bells Ltd., Dee Street, Invercargill.
 South Island Dairy Association, Ltd., Esk Street, Invercargill.

This is a complete list of parties to the agreement approved by the respective assessors at a meeting of the Conciliation Council completed on the 5th day of August, 1932.—S. RITCHIE, Conciliation Commissioner.

SCHEDULE B.

1. *Hours of Work.*

(a) The hours of work shall be those prescribed by the Shops and Offices Act, 1921-22.

(b) Any time worked in excess of eight and a half hours in any one day other than Saturday or four and a half hours on Saturday shall be deemed to be overtime, and shall be paid for at time and a quarter for the first three hours and thereafter time and a half. For work done on Sundays double rates shall be paid.

2. *Wages.*

(a) The minimum rates of wages which shall be paid to grocers' assistants shall be as follows:—

MALES.

Age commencing as Shop Assistant.	First Year.	Second Year.	Third Year.	Fourth Year.	Fifth Year.	Sixth Year.	Seventh Year.	Eighth Year.	Thereafter.	
Under 16	6 mos. 12/6	6 mos. 15/-	17/6	22/6	30/-	40/-	50/-	60/-	65/-	77/6
16 to 17	15/-	20/-	25/-	35/-	47/6	60/-	65/-	77/6	..	..
17 to 18	17/6	22/6	30/-	40/-	50/-	65/-	77/6	..	..	..
18 to 19	20/-	25/-	30/-	50/-	65/-	77/6	..	..	..	..
19 and over	22/6	30/-	40/-	60/-	77/6	..	..	..	..	..

Storemen and Packers—

(b) Storemen and packers shall be paid in accordance with the following scale —

	First Year.	Second Year.	Third Year.	Fourth Year.	Fifth Year.	Sixth Year.	Seventh Year.
Under 17	15/-	20/-	30/-	32/6	40/-	55/-	65/-
17 to 18	17/6	22/6	32/6	40/-	47/6	55/-	65/-
18 to 19	22/6	32/6	40/-	47/6	55/-	65/-	..
19 to 20	32/6	40/-	47/6	55/-	65/-	..	..
20 to 21	40/-	47/6	55/-	65/-	..	..	..

(c) The minimum rate of wages which shall be paid to drivers of twenty-two years of age and upwards shall be £3 15s. per week.

(d) A junior is one who has served less than four years at the trade, or is under twenty-one years of age.

3. *Terms of Engagement.*

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

(b) No youth under the age of sixteen years shall be employed in driving.

(c) The proportion of juniors shall be one to every three men or fraction thereof to be employed by any one establishment. Where an employer has more than one shop a junior regularly employed in one shop shall not be transferred temporarily to another shop without the consent of the Inspector of Awards. A junior who has served four years at the trade shall be deemed to be a journeyman for the purposes of this computation.

4. *Holidays.*

(a) The following shall be the recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Saturday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, and such other day as may be agreed on for the district tradesmen's 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) For work done on any of the above-mentioned holidays or Sundays (except stable-work) time and a quarter rates shall be paid.

(d) One holiday of one week shall be granted to each worker on full pay on completion of each year of service.

5. *Clerks, &c.*

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 elsewhere than in the grocery department.

6. *Time and Wages Book.*

The employer shall keep and enter, or cause to be kept and entered up, a book containing the names of each 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.

7. *Preference.*

If and so long as the rules of the workers' union shall permit any person now employed in the trade in this industrial district, and any person who may hereafter reside in this industrial district, and who is a competent assistant, to become a member of the union, upon payment of an entrance fee not exceeding 5s., and of subsequent contributions not exceeding 6d. per week (whether payable weekly or not), upon the written application of the person so desiring to join the union, without ballot or other election, then and in such case employers shall when engaging workmen employ members of the

union in preference to non-members, provided that there are members of the union equally competent with non-members to perform the work required to be done, and ready and willing to undertake it; but this award shall not compel any employer to dismiss or refuse to continue in his employment any person now legally employed by him.

8. *Under-rate Workers.*

(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.

9. *References.*

(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.

10. *Definition of " Assistants."*

(a) The term "assistant" where used in this award shall include shop-assistants, storemen, assistants part of whose employment is driving, and assistants part of whose employment 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.

(b) Where an employer, not being a party to the Drivers' award for the time being in force, employs a worker wholly in driving, such worker shall be deemed to be an assistant within the meaning of this award.

11. *Scope of Award.*

This award shall operate throughout that part of the Otago and Southland Industrial District which is included in the former Provincial District of Southland.

12. *Term of Award.*

Six months.

J. McCROSTIE.
G. R. COOPER.
A. FYFFE.
W. C. STOTT.
G. W. TURNER.
RBT. KELMAN.
JOHN SHANKS.
CHAS. PROVAN.
