

(10341.) WESTLAND GROCERS' ASSISTANTS AND DRIVERS.—
AWARD.

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Greymouth—

Arthur, E. V., High Street
Beck and Co., Mackay Street and
Tainui Street
Boucher and Co., Mawhera Quay
Haglund Bros., High Street
Hill, A., Herbert Street
Keating Bros., Mackay Street
Kettle Bros., Mawhera Quay
McGrath, T., Thompson Street
Parfitt and Co., Werita Street
Rathbun, W., High Street
Self Help, Ltd., Mackay Street

Westport—

Apted, E., Romilly Street
Clouston, Mrs., Romilly Street
Green, J., Queen Street
Hobbs and Watt, Palmerston Street
Johnson, Laurence, Palmerston St.
Mears, Mrs. M., Palmerston Street
Patterson and O'Dea, Palmerston
Street
Phillips, Miss, Cobden Street
Roach, W., Palmerston Street
Robertson, J. McLean, Palmerston
Street
Self-help Ltd., Palmerston Street
Skilton and Jones, Palmerston Street
Smith, Mrs., Brown Street
Stowell, J., Palmerston Street
Taylor, Enright, Palmerston Street
Williams, Miss, Bright Street

Hokitika—

Armstrong, A. C., Revell Street
Dees (William Robinson), Revell
Street
Gooch, L., Hall Street
Lloyd, E. J., Revell Street
Parkhill, A., Fitzherbert Street
Perry and Co., Hall Street
Preston, Mrs. F., Gibson Quay
Self-help Ltd., Revell Street

Miscellaneous—

Carmine, L. J., Granity
Dolamore, W., Millerton
Dowse, Mrs., Waimangaroa
Hudson, J. D., Denniston
Hodgson, J., Millerton
McDonald and Rowley, Ltd., Granity
and Millerton

Miscellaneous—continued.

Patterson and O'Dea, Ltd., Denniston
Laury, J., Ltd., Denniston
Pullar, G., Ltd., Burnett's Face
Walker, W., Waimangaroa
Thompson, R., Stockton
Thompson, Robert, Ngakawau
Ward-Learnough, Denniston
Williams, D. J., Denniston and
Burnett's Face
Ashton, A. E., Seddonville
Wimsett, J., Seddonville
Armstrong, W., Ngakawau and
Stockton
Murdock, John, Ross
Burger and Co. (John Hurren),
Kumara
Cashman, Martin, Rimu
Cox, B., Goldsborough
Crowley and Co., Ross
Fisher, W., Nelson Creek
Fitzgerald, M., Otira
Learmont, Isabella, Kanieri
Marshall's Store, Te Kinga
McCallum, G. L., Ruatapu
McGrath, Thos., Dillmanstown
McKay, J. K., Ross
Wells, E. J., Woodstock
Abbey and Ramage, Cobden
Walker, J., Cobden
Armstrong and Haisty, Ngahere and
Blackball
Broderick Bros., Waiuta
Collins, J., Waiuta
Keys, Frederick, Runanga
Nimmo, J., Taylorville
Ryall Bros., Barrytown
Runanga Co-operative Society, Ru-
nanga
Saraty, A., Blackball
Sweetman, Thomas, Roa
Wills and Co., Reefton
Harold Bros., Reefton
Wicken, Henry, Reefton
Farquhar, A., Runanga
Martin, L., Kotuku
Feary, P., Ruru
Hill, J., Dobson
Breistadt, H., Reefton
Conlon, W. A., Reefton

Cochrane, D., Cobden
 Richardson, W., Stillwater
 Mayo, J., Greymouth
 Boyd, W., Rimu

Patterson, J., Reefton
 O'Malley, M. S., Cronadua
 Ellery, J., Blaketown
 Ellery, M., Blaketown

and

The Westland Retail Shop-assistants' Industrial Union of Workers
 (hereinafter called "the union").

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 16th day of October, 1933, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 15th day of December, 1932.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Interpretation.

1. (a) For the purpose of this award every person shall be deemed to be a grocers' assistant who is engaged in any capacity in connection with the sale of goods, display of goods, making-up of orders, stocks, packing, receiving, checking, dispatching, or as a storeman, canvasser, driver, or in any capacity in connection with the retail grocery trade not hereinbefore specifically excepted from the operation of this award.

(b) Nothing in this award contained shall apply to clerks, cashiers, or other workers engaged in the office-work in connection with the establishment or not engaged in the work of the shop, nor to one female employee in any shop employed specifically in departments other than grocers or provisions and one female employee in the office who may be employed in the grocery department for a period not exceeding fifteen hours in each week.

Hours of Work.

2. (a) Forty-eight hours shall constitute an ordinary week's work. The hour of ceasing work shall be 5.30 p.m. on four days of the week, at 9 p.m. on the day of the late night, and at 12 noon on the day of the weekly half-holiday.

(b) Provided that the hour of ceasing work on Christmas Eve and New Year's Eve shall be 10 p.m.

Closing of Shops.

3. (a) All grocers' shops in the combined district of Greymouth and Cobden shall close at 5.30 p.m. on four days of the week, at 9 p.m. on the day of the late night, and at 12 noon on the day of the weekly half-holiday: Provided that this clause shall not operate so as to prevent an employer from keeping his shop open until 10 p.m. on Christmas Eve and New Year's Eve. In that portion of the combined district of Greymouth and Cobden which lies outside the Borough of Greymouth the hour of 6 p.m. shall be substituted for 5.30 p.m.

(b) All the said shops shall be closed from the hour of 7 a.m. on each of the days prescribed by this award as holidays (including days lawfully observed as holidays in lieu of any prescribed).

Weekly Half-holiday.

4. No assistant shall be employed after 12.30 p.m. on the statutory half-holiday, except in the week in which Good Friday falls, and the week preceding Christmas Day when Christmas Day falls on a Sunday or Monday, or in any week in which two whole holidays fall.

Overtime.

5. (a) All time worked in any one day outside the hours set out in clause 2 hereof shall be deemed to be overtime, and shall be paid for at the rate of time and a half, computed on an hourly basis of a forty-eight hour week.

(b) All work done on Sundays, Christmas Day, Good Friday, and Anzac Day shall be paid for at double rates.

(c) All work done on any of the other specified holidays or days observed in lieu thereof shall be paid for at time-and-a-half rates.

(d) The payments referred to in subclauses (b) and (c) hereof shall be in addition to the ordinary weekly wages, calculated on an hourly basis of a forty-eight hour week.

Wages.

6. The following shall be the minimum weekly rates of wages :—

Age.	First Year.	Second Year.	Third Year.	Fourth Year.	Fifth Year.	Sixth Year.	Seventh Year.	Eighth Year.	Thereafter.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Under 16 ..	12 6	17 6	22 6	30 0	37 6	45 0	52 6	65 0	85 6
16 to 17 ..	15 0	20 0	27 6	35 0	45 0	55 0	65 0	85 6	..
17 to 18 ..	17 6	22 6	30 0	37 6	45 0	65 0	85 6	..	..
18 to 19 ..	20 0	25 0	32 6	42 6	65 0	85 6	..	..	..
19 to 20 ..	25 0	35 0	45 0	62 6	85 6	..	..	..	..
20 to 21 ..	30 0	42 6	60 0	85 6	..	..	..	..	..
21 and over ..	37 6	60 0	85 6	..	..	..	..	..	..

An assistant who is placed in charge of a shop or branch shop shall be paid a minimum wage of £4 14s. 6d. per week, but shall not otherwise be subject to the provisions of this award, except in respect of the annual holiday provided for in clause 12, and except in respect of Sunday work, which shall be paid for at the rate of double time for all time worked on that day.

Notice of Overtime and Tea-money.

7. (a) Wherever possible, notice shall be given before noon to any worker who shall be required to work overtime, and assistants working overtime shall be paid 1s. 6d. tea-money, provided such assistant cannot reasonably get home for a meal.

(b) Under exceptional circumstances shorter notice may be given by mutual arrangement between the worker and the employer, and in such case, provided the worker cannot reasonably get home for a meal, 2s. tea-money shall be paid.

Proportion.

8. The number of juniors in any shop shall not exceed two to the first senior, and one additional junior to each additional senior, provided that for every five seniors one additional junior may be employed. For the purposes of this clause an employer actively engaged in the management of his business may be classified as a "senior."

Temporary or Casual Workers.

9. (a) Casual hands shall be paid 20 per cent. in addition to the rate prescribed in the wages clause or at an hourly rate equivalent thereto, with a minimum payment of 1s. per hour.

(b) An assistant shall be deemed to be a casual hand when employed for less than one week.

Payment of Wages.

10. Wages shall be paid weekly or fortnightly and in cash, on a regular day of each week, at any time during the period before 12 noon on Saturday.

Terms of Engagement.

11. (a) The employment shall be a weekly one, and no deduction shall be made from the wages save for time lost by a worker through his own default, sickness, or accident.

(b) No youth under the age of eighteen shall be employed in driving either motor or horse.

Holidays.

12. (a) The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day and the day following the day on which New Year's Day is observed, Good Friday, Easter Monday, Labour Day, and the Sovereign's Birthday. Should any of the above holidays fall on a Sunday they shall be observed on the following Monday. Half-holidays shall be observed as follows: (i) Picnic day, on the morning of the weekly half-holiday if a trades picnic is held; (ii) on Show Day from 12 noon on any day other than Saturday: Provided that horse and motor drivers may be required to give necessary attendance to horses and motor-vehicles on those days without extra payment: Provided further that if they give such attendance they shall not be required to work after 6 p.m. on the late nights except on payment of overtime rates therefor.

(b) Notwithstanding anything to the contrary herein contained, it shall be competent for the local union and the employers concerned in any particular locality to mutually agree that any award holiday shall be observed on a day other than that upon which it is otherwise required by this award to be observed.

(c) 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 such time as shall be mutually agreed between the worker and the employer concerned. In the event of a worker leaving his employment, or being discharged for a reason other than misconduct, after having served six months, he shall be entitled to a proportionate payment in lieu of holidays. Such holidays shall be in addition to the special holidays provided for in subclause (a) of this clause.

Transfer of Workers.

13. Any firm transferring a worker from one town to another shall pay such worker's fare, first class, rail or boat, to the place where such worker is transferred.

Canvassers.

14. The employer shall pay for a dinner for a canvasser who is precluded from returning home to his midday meal.

Bicycle Allowance.

15. When a worker uses his own bicycle in connection with the business of the employer he shall receive an allowance of 1s. per week.

Special Uniforms.

16. Where the employer requires his assistants to wear special uniforms or white coats, the same shall be supplied by and kept clean at the expense of the employer and shall remain the property of the employer. This provision shall not apply in the case of aprons usually worn by grocers' assistants.

Reference.

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

(b) The original reference shall be the property of the worker or applicant, and shall, on request, be returned within forty-eight hours after engagement or rejection of application.

Preference.

18. (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. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 17th day of October, 1927, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) The provisions of this 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 1s. 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.

19. (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.

Scope of Award.

20. This award shall operate throughout the Westland Industrial District.

Term of Award.

21. This award, in so far as it relates to wages, shall be deemed to have come into force on the 17th day of October, 1932, 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 16th day of October, 1933.

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 15th day of December, 1932.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The clause relating to branch managers was objected to at the hearing. A majority of the Court has amended the minimum wage for branch managers from £5 5s. to £4 14s. 6d. per week, in conformity with the rates fixed in other districts, and has also amended the Sunday overtime rate from 6s. per hour to double time. The recommendation of the Council was made without the knowledge of the employer principally concerned. Mr. Monteith does not agree with the decision of the majority of the Court, and his dissenting opinion is subjoined.

F. V. FRAZER, Judge.

Dissenting Opinion of Mr. Monteith.

I am not in agreement in so far as the award differs from the Conciliation Council's recommendations by reducing the agreed-upon wages of branch managers. Mr. Sutherland, of the Self-help, in asking for exemption for branch managers stressed their responsibility, and he called one witness who was receiving £5 15s. per week. Mr. Sutherland is not the only employer of branch managers, and no objection was made by the other employers. The rate of £5 has been agreed to elsewhere, and I am of the opinion that £5 5s. is reasonable, as contained in the recommendation.