

(10567.) SOUTHLAND GROCERS' ASSISTANTS AND DRIVERS.—
AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland 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") :—

Allison, W., Grocer, Ohai
 Angelo Bros., Grocers, Fairfax
 Barlow, J. H., Grocer, Eye Street, Invercargill
 Baxters, Grocers, 66 Dee Street, Invercargill
 Bayes, H. S., Grocer, Yarrow Street, Invercargill
 Bell, P. A., Grocer, Yarrow Street, Invercargill
 Bells Ltd., Dee 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
 Brown, John, Grocer, Winton
 Brownlie, J., and Son, Grocers, Gore
 Buchanan, J. and W., Grocers, Matura
 Bulling, A. H., Grocer, Glenham
 Bulling, H., Grocer, Toa
 Burgess, G., Grocer, Brydone
 Burgess, T. M., Nightcaps
 Castle, A. W., Grocer, Elles Road, Invercargill
 Cayford, B., Grocer, Matura
 Colquhoun, R., Grocer, Ohai
 Coster, D. A., Grocer, Matura
 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
 Delgarno, A., Grey 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
 Finn, W. F., Grocer, Tuatapere
 Ford, J. F., Grocer, Ythan Street, Invercargill
 Fraser, J., Grocer, Ythan Street, Invercargill
 Fraser, John, Grocer, Dee Street, Invercargill
 Frogatt, A., Grocer, Avenal

Galt, J. M. H., 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
 Hannan, J., Grocer, Woodlands
 Harrington, Alan, Ltd., Otautau
 Hastings, G., Grocer, Gore
 Helm and Dickson, Grocers, Riverton
 Heywood, Mrs. J. A., Grocer, Lindisfarne, Invercargill
 Hicken, Mrs., Grocer, Elles Road, Invercargill
 Holmes, Le, Grocer, Conon Street, Invercargill
 Hughes, T., Grocer, Lindisfarne, Invercargill
 Jackson, Mrs. E., Grocer, Pomona Road, Invercargill
 Jamieson, Mrs. C. A., Grocer, Leet Street, Invercargill
 Jamieson, C. H., Grocer, Esk 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, Matura 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
 Martins Ltd., Grocers, Riverton
 Mathesons Ltd., Grocers, Dee Street, Invercargill, Otautau, and Edendale
 Matthews, J. H., Grocer, Mandeville
 Matthews, R. H., Grocer, Riversdale
 McCulloch and Co., Grocers, Orepuki
 McCulloch, W. J. F., Grocer, Otautau
 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 and Sons, Grocers, Matura
 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, James, Grocer, Biggar Street, Invercargill
 Muir, J., King 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
 Paul, Alfred, Grocer, Nightcaps
 Payne, J., Grocer, St. Andrew's Street, Invercargill
 Pope, A. N., Grocer, Tokanui
 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
 Self Help Co-operative, Ltd., Invercargill, Gore, and Mataura
 Shearer, T. A., Grocer, Drummond
 Shields, R., Grocer, Otahuti
 Sievwright, B., Grocer, Waikiwi
 Single Profit Stores, Tay Street and 122 Dee Street, Invercargill, Bluff,
 Edendale, Gore, Riverton, Otautau
 Sloan, R., Grocer, Dee Street, Invercargill
 Smith, Miss E., Grocer, Herbert Street, Invercargill
 Smith, James, Browns
 Smith, James, Grocer, Drummond
 Smith, J. R., Grocer, Gorge Road
 Smith, P., Grocer, Greenhills
 South Island Dairy Association, Esk Street, Invercargill
 Southland Farmers' Co-operative Association, Ltd., Winton
 Spence, R., Grocer, North Invercargill
 Star Stores, Ltd., Invercargill and Gore
 Steans Bros., Grocers, Waianiwa
 Steans, J. A., Grocer, Wairio
 Steel, A. C., Grocer, Gore
 Stewart, J. A., Grocer, Centre Bush
 Stewart, J. P., Grocer, Etrick Street, Invercargill
 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
 Woolworths Ltd., Dee Street, Invercargill
 Wright, Stevenson, and Co., Ltd., Winton
 Wyeth, C. H., Woodlands

and

Invercargill Retail Grocers' Assistants Industrial Union of Workers,
 Allen's Hall, Kelvin Street, Invercargill (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 from the 1st day of December, 1933, and shall continue in force until the 1st day of December, 1934, 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 29th day of November, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a) Forty-eight hours shall constitute a week's work, to be worked between the following hours : From 8.15 a.m. to 5.30 p.m. on four days of the week, and from 8.15 a.m. to 9 p.m. on one day of the week, and from 8.15 a.m. to 12.30 p.m. on the day of the statutory half-holiday.

(b) One hour on each of the above days, and one hour for tea on the late night, shall be allowed for meals except on the day of the half-holiday.

(c) *Overtime*.—Any time worked in any one day outside or in excess of the hours mentioned in the preceding subclause (a) shall be deemed to be overtime, and shall be paid for at the rate of time and a quarter for the first three hours and double time thereafter.

Any time worked on Sundays shall be paid for at the rate of 6s. per hour.

Wages.

2. (a) The minimum weekly rates of wages for grocers' assistants and drivers shall be as follows:—

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/-	80/-
16 to 17	15/-	20/-	25/-	35/-	47/6	60/-	65/-	80/-	..	..
17 to 18	17/6	22/6	30/-	40/-	50/-	65/-	80/-	..	..	..
18 to 19	20/-	25/-	30/-	50/-	65/-	80/-	..	..	..	..
19 and over	22/6	30/-	40/-	60/-	80/-	..	..	..	..	..

Storemen and Packers.—For the purpose of this award a storeman and/or packer shall be an assistant who does not serve customers or work behind the shop counter.

(b) The minimum weekly rates of wages shall be as follows:—

Age commencing Trade.	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 an assistant in receipt of less than £3 per week; a senior is an assistant in receipt of not less than £3 per week.

Casual Workers.

3. Notwithstanding anything herein contained, casual workers may be employed from day to day, provided they are paid not less than 2s. per hour. Employment for less than one week shall be deemed casual labour.

Terms of Engagement.

4. (a) The employment shall be a weekly one, and no deduction shall be made from the week's wages for holidays specified in clause 5 (a). Time lost by a worker through default or sickness or accident 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 in any one shop.

(d) Where an employer has more than one shop a junior regularly employed in one shop shall not be transferred temporarily to another shop except to take the place of an assistant who is absent through sickness.

Holidays.

5. (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 double time 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.

Clerks, &c.

6. 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 the confectionery department.

Wages and Time Book.

7. The occupier of a shop in which one or more shop-assistants are employed shall at all times keep, in the prescribed form or in such other form as may be approved by the Inspector of Factories, a record in English (called the "wages and time book") showing in the case of each assistant—

(a) The name of the assistant, together with his age if under twenty-one years of age.

(b) The kind of work on which he is usually employed.

(c) The hours during which he has actually been employed on each day.

(d) The wages paid on each pay-day and the date thereof.

References.

8. (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 the employee, and shall be returned within forty-eight hours after engagement.

Preference.

9. (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 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 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.

10. (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.

Definition of "Assistant."

11. (a) The term "assistant" where used in this award shall include assistants who are placed in charge of a shop or branch shop and all workers employed therein, storemen, drivers, 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) In the case where a junior is paid the wage provided in clause 2 (d) for a senior assistant he shall for the purpose of clause 4 (c) be reckoned as a man notwithstanding that he has not served the full period as set out in clause 2.

Closing-hours of Shops.

12. (a) In exercise of the powers vested in the Court by section 69 of the Shops and Offices Act, 1921-22, as amended by section 17 of the Shops and Offices Amendment Act, 1927, it is ordered that all shops to which the said section 17 applies, carrying on the business covered by this award shall be closed at the hours hereinafter specified: On four days of the week at 5.30 p.m.; on one day of the week at 12.30 p.m.; and on one day of the week at 9 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 in lieu of holidays).

(c) This clause shall be read subject to the provisions of section 3 (2) of the Shops and Offices Act, 1921-22.

Scope of Award.

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

Term of Award.

14. This award shall come into force on the 1st day of December, 1933, and shall continue in force until the 1st day of December, 1934.

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 29th day of November, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court related to preference. In other respects the award embodies the recommendations of the Conciliation Council, as amended at the hearing, which the parties agreed to accept.

F. V. FRAZER, Judge.
