

(10446.) OAMARU, HAMPDEN, AND WAITAKI COUNTY GROCERS' ASSISTANTS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and of section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, this 26th day of April, 1933, embodies the terms of settlement arrived at by the assessors appointed for the hearing of the industrial dispute between W. S. Crombie, and the persons, firms, and companies hereinafter set out in Schedule A (hereinafter called "the employers") of the one part, and the Oamaru Grocers' Assistants Industrial Union of Workers (hereinafter called "the union") of the other part, whereby it is mutually agreed by and between the said assessors as follows.

SCHEDULE A.

- Barron, J., and Co., Maheno.  
 Clarke, A., and Co., Thames Street, Oamaru.  
 Crombie, W. S., Thames Street, Oamaru.  
 Dunn, G., Thames Highway, Oamaru.  
 Eckhold, E., Ngapara.  
 Fraser, E. (Mrs.), Thames Street, Oamaru.  
 Fyfe Bros., Duntroon.  
 Graeve, C. F., Pukeuri.  
 Grant, J. G., Thames Street, Oamaru.  
 Gray, W., Herbert.  
 Greig, C. W., Tees Street, Oamaru.  
 Howell, F. (Mrs.), Thames Highway, Oamaru.  
 Jenkins, R., Tokarahi.  
 Joiner, J., Enfield.  
 Kennedy, W., Ribble Street, Oamaru.  
 Lang, A. B., Hampden.  
 Mackay, Ltd., Thames Street, Oamaru.  
 Mackenzie, A., Junction Store, Oamaru.  
 Mayfield, J., Papakaio.  
 Milligan and Bond, Ltd., Tees Street, Oamaru.  
 Nicholson, E., Hull Street, Oamaru.  
 North Otago Farmers' Co-operative Association, Ltd., Thames Street, Oamaru.  
 Rendall, G. M., Peebles.  
 Robinson, A. C. J., Kurow.  
 Saville, J. M., Maheno.  
 Scott, J. M., Thames Street, Oamaru.  
 Self-Help Co-operative, Ltd., North Thames Street and South Thames Street, Oamaru.  
 Smith, W. L., Waitaki Hydro.  
 Smyth, W., and Co., Hull Street, Oamaru.

Sprague, J. M., Hampden.  
 Star Stores, Ltd., Thames Street, Oamaru.  
 Sutherland, G., Duntroon.  
 Taylor, R. S., Windsor.  
 Thomas, C. K., Georgetown.  
 Vivian, F., Thames Street, Oamaru.  
 Waitaki Supply Stores, Ltd., Kurow.  
 Waterworth, R. (Mrs.), Thames Street, Oamaru.  
 Weaver, H. F., Weston.  
 Wise, O. R., Thames Highway, Oamaru.

SCHEDULE B.

*Hours of Work.*

1. The hours of work shall be those prescribed by the Shops and Offices Act and its amendments for the time being in force.

*Wages.*

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

	Per Week.		
	£	s.	d.
First year—			
Six months .. .. .	0	12	6
Six months .. .. .	0	15	0
Second year .. .. .	0	17	6
Third year .. .. .	1	2	6
Fourth year .. .. .	1	10	0
Fifth year .. .. .	2	0	0
Sixth year .. .. .	2	10	0
Seventh year .. .. .	3	0	0
Eighth year .. .. .	3	5	0
Thereafter .. .. .	3	17	6

(b) An assistant who is placed in charge of a shop or branch shop shall be paid a minimum wage of £5 per week, but shall not otherwise be subject to the provisions of this agreement.

*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 quarter.

*Terms of Agreement.*

5. (a) The employment shall be a weekly employment, and no deduction shall be taken 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 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. For the purpose of this clause an employer substantially engaged at the trade shall be deemed to be an assistant.

(c) 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 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 12.30 p.m. on the day of the half-holiday irrespective of the provisions of section 19 and its subsections of the Shops and Offices Act.

*Under-rate Workers.*

8. (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 the employer before employing a worker at such lower wage to examine the permit or agreement by which such wage is fixed.

#### *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 a 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.

#### *Time and Wages Book.*

10. 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.*

11. (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 after engagement.

*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 clerks, cash-boys, or other person engaged in the office-work of the employer and not engaged in the work of the shop.

*Definition of "Assistant."*

14. (a) 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 of orders, stocks, packing, receiving, checking, despatching, or as a storeman, canvassers, driver, or in any capacity in connection with the retail grocery trade not hereinbefore specifically excepted from the operation of this award.

(b) An assistant under the age of seventeen years shall not deliver parcels exceeding 70 lb. in weight.

*Closing of Shops.*

15. All grocers' shops in the district 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 9 p.m., and on the day of the half-holiday at 12.30 p.m.

*Scope of Award.*

16. This award shall operate throughout the Boroughs of Oamaru, Hampden, and the County of Waitaki.

*Term of Award.*

17. One year.

In witness whereof the said assessors have executed these presents pursuant to the said section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, the day and year first before written.

Signed by the assessors appointed on behalf of the union—

THOMAS S. FARIS.  
G. A. BOYD.

Witness—S. Ritchie, Conciliation Commissioner.

Signed by the assessors appointed on behalf of the employers—

W. S. CROMBIE.  
B. B. WALTON.

Witness—S. Ritchie, Conciliation Commissioner.