

**OTAGO AND SOUTHLAND RETAIL CAKE, CONFECTIONERY,  
DAIRY, FRUIT, AND VEGETABLE SHOP 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, 1925, and its amendments; and in the matter of an industrial dispute between the Otago and Southland Amalgamated Society of Shop-assistants' (other than Grocers', Butchers', Chemists', Tobacconists', and Hairdressers' Assistants) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

*Cake Shops*

Dunedin—

- Adams, Ernest, and Co., Ltd., Princes Street.
- Brown Owl, Rattray Street.
- Clark, J., Main Road, North-east Valley.
- Excella, The, George Street.
- Fenton's, Rattray Street.
- Hazelwood, H., George Street.
- Jays Ltd., George Street.
- Macadams Ltd., George Street.
- Rialto, The, Rattray Street.
- Strand, The, Princes Street.

## Oamaru—

Adams, Ernest, 81 Thames Street.  
 Presland, J. E., 149 Thames Street.  
 Willetts Ltd., 163 Thames Street.

## Invercargill—

Bell, E., and Son, 40 Tay Street.  
 Brown Owl, The, 29 Esk Street.  
 Millar, A. C., Ltd., 17 Dee Street.  
 Ward, W. O., Ltd., 75 Dee Street.  
 Wentworth Cake Kitchen, 28 Dee Street.

## Balclutha—

Fincham, G. S., Clyde Street.  
 Gold, J., and Sons, Clyde Street.

## Gore—

Burn, D. C., 44 Main Street.  
 Millars, A. C., Ltd., Irk Street.  
 Steel, F., 101 Main Street.  
 Steel, Geo., Main Street.

## Milton—

Campbell, John, Union Street.

## Mosgiel—

Fahey, Mrs., 110 Gordon Road.  
 Walker, M., 150 Gordon Road.

## Alexandra—

Hendersons Ltd.  
 Hewitt, W., and Son.

## Queenstown—

Davies, G. H., Ballarat Street.  
 Landrebe, E. S., Ballarat Street.  
 Robins, R., Rees Street.

*Confectioners*

## Dunedin—

Burns, B., 97 Rattray Street.  
 Clarkson, I. G., George Street.  
 Dainty, The, 468 George Street.  
 Exchange, The, Stock Exchange Buildings.  
 Harrods (Mrs. Graham), 111 Frederick Street.  
 Mayfair, The, 104 King Edward Street.  
 Regent, The, 408 George Street.  
 Sagar, T. E., and Co., Ltd., 242 Princes Street.  
 West, M., 86 Princes Street.

## Oamaru—

Bee, Mrs., 114 Thames Street.  
 Cleverly, F., 127 Thames Street.  
 North, A. E., 189 Thames Street.

## Invercargill—

Rice Bros., Ltd., 76 Dee Street.  
 Wood, W. T., 394 Herbert Street.

## Gore—

Hoffman, J. L., 147 Main Street.  
 Midland Bar, 117 Main Street.  
 Regent Cafe, Irk Street.

*Fruiters*

## Dunedin—

Burtons Ltd., 362 George Street.  
 Central Fruit Co., 21 Princes Street.  
 Grand Fruit Co., 336 George Street.  
 On Chong and Co., 276 George Street.  
 Pacific Fruit Co., 398 George Street.  
 Quality Fruit Shop, 280 Princes Street.  
 Sagar, T. E., and Co., Ltd., Princes Street.  
 Wing On Bros., 350 George Street.

## Oamaru—

Boylen, Mrs., 220 Thames Street.  
 FAMILTON, A. W., 111 Thames Street.  
 Hinton, R., 165 Thames Street.

## Invercargill—

Carran, J. M., 85 Clyde Street.  
 Cockerill, Mrs., 286 Dee Street.  
 Lowe, H., 145 Dee Street.

## Gore—

Dainty, The, 35 Mersey Street.  
 Gee, Wm., 93 Main Street.  
 McLeod, H. C., Main Street.

*Dairies*

## Dunedin—

Allison, M., 178 Hanover Street.  
 Brown's Dairy, 30 Frederick Street.  
 Gloucester Dairy, 848 Princes Street.  
 Hely, E. H., Regent Road.  
 Kennedy, N. H., 155 Frederick Street.  
 Leith Dairy, 104 Albany Street.  
 St. Kilda Dairy, 58 Prince Albert Road, St. Kilda.  
 Young, Mrs., 45 Musselburgh Rise.

## Oamaru—

Bain, C. D., 170 Thames Street.

## Invercargill—

Bateman, J., 51 King Street.  
 Corner, A. E., 351 Ettrick Street.  
 Invercargill Milk Supply, Ltd., 11 Nith Street.  
 Kelman, R. M., 278 Tay Street.  
 Pinky, T. W., 56 Nelson Street.  
 Rimu Dairy, Tweed Street.

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 on the 3rd day of September, 1945, and shall continue in force until the 3rd day of September, 1946, 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 30th day of August, 1945.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to which Award relates*

1. This award shall apply to workers employed in shops of all employers who deal in retail in any of the undermentioned goods—namely, confectionery, fruit, vegetables, cakes, bakers' small goods, miscellaneous small goods, milk or dairy-produce—and shall cover all persons principally employed therein in the sale of any one or more of such classes of goods by employers who are parties to the award. This award shall not apply to workers who are covered by any other award in force at the date of the making of this award.

*Hours of Work*

2. (a) The hours of work shall not exceed forty-four in any week, to be worked on five and a half days in each week.

(b) Not more than eight hours shall be worked by a worker on each of four days in each week between the hours of 8 a.m. and 6 p.m., on one day of the week eleven hours between 8 a.m. and 9.30 p.m., and one day four hours between 7.30 a.m. and 12 noon. All hours shall be worked continuously, with not more than one hour for dinner on four days of the week, and one hour for dinner and one hour for tea on the day of the late night.

(c) Each employer shall notify the union in writing within seven days of the coming into operation of this award, and immediately after the employment of any new worker, of the names of all such workers, together with their starting and finishing hour of Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday, and the hours when so fixed shall continue in force for a period of not less than six months, and thereafter until such time as an alteration is notified to the union. The fixing of all such hours shall in all cases be for not less than six-monthly periods, unless by agreement in writing with the union.

(d) For the purpose of calculating the hours of work, each of the holidays hereinafter mentioned shall be deemed to be a day worked for the number of hours usually worked on that day of the week, although no work shall have been actually done on such holiday.

*Wages*

3. (a) The minimum weekly rates of wages for male workers shall be as follows:—

				Per Week.		
				£	s.	d.
Under 16	..	..	..	1	6	0
16 to 16½	..	..	..	1	12	0
16½ to 17	..	..	..	1	18	0
17 to 17½	..	..	..	2	4	0
17½ to 18	..	..	..	2	10	0
18 to 18½	..	..	..	2	16	0
18½ to 19	..	..	..	3	2	0
19 to 19½	..	..	..	3	8	0
19½ to 20	..	..	..	3	14	0
20 to 20½	..	..	..	4	0	0
20½ to 21	..	..	..	4	6	0
21 and over	..	..	..	5	15	0

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

Age commencing.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Eighth Six Months.	Ninth Six Months.	Tenth Six Months.
Under 16	24/-	28/-	32/-	36/-	40/-	44/-	48/-	52/-	56/-	60/-
16 to 17	28/-	32/-	36/-	40/-	44/-	48/-	52/-	56/-	60/-	..
17 to 18	32/-	36/-	40/-	44/-	48/-	52/-	56/-	60/-	..	..
18 to 19	38/-	42/-	46/-	50/-	54/-	60/-	..	..	..	..
19 to 20	44/-	48/-	52/-	60/-	..	..	..	..	..	..
20 to 21	50/-	60/-	..	..	..	..	..	..	..	..

Thereafter, not less than £3 10s. per week.

### Casual Workers

4. Casual hands shall be paid not less than 3s. 3½d. per hour in the case of adult males, 2s. 3½d. per hour in the case of junior males, 2s. 3½d. per hour in the case of adult females, and 1s. 9½d. per hour in the case of junior females.

### Increase in Rates of Remuneration

5. Except where otherwise provided, all rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the remuneration of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in *rates of remuneration* provided by the order referred to in (a) hereof applied to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

(3) The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

### *Overtime*

6. (a) All time worked in any day outside or in excess of the ordinary hours prescribed in this award shall be paid for at the rate of time and a half for the first three hours and thereafter double time rates. The minimum rate of payment shall be 1s. 6d. per hour.

(b) For the purpose of calculating overtime, any overtime under fifteen minutes shall count as quarter of an hour, over fifteen minutes and under thirty minutes shall count as half an hour, and over thirty minutes and under one hour shall count as one hour.

### *Notice of Overtime and Tea-money*

7. (a) Notice shall be given prior to noon on the same day to any worker required to work overtime, and such worker shall be paid 2s. tea-money.

(b) Under exceptional circumstances a shorter notice may be given by mutual arrangement between the worker and the employer concerned provided that 2s. 6d. tea-money is paid.

(c) The provisions of clause 5 of this award increasing rates of remuneration shall not apply to the meal-money payments provided for in this clause.

### *Payment of Wages*

8. All wages and overtime shall be paid weekly and in cash not later than Thursday. Should a holiday fall on any regular pay-day, wages shall be paid on the day previous to the holiday.

### *Weekly Employment*

9. (a) Except in the case of casual workers, the wages hereinbefore prescribed shall be weekly wages and shall not be subject to any deduction except for time lost through the sickness, accident, or default of the worker.

(b) One week's notice of the termination of employment shall be given by either party in the case of weekly workers, such period not to include any part of the annual holiday period.

### *Wages and Time Book*

10. (a) 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 Awards, a record in English (called the "Wages and Time Book") showing in the case of each assistant (i) the name of the assistant, together with his age if under twenty-one years of age; (ii) the kind of work on which he is usually employed; (iii) the hours during which he has actually been employed on each day, showing the starting and finishing-time each day; (iv) the wages paid on each pay-day, and the date thereof; and (v) such other particulars as are prescribed by regulations.

(b) The entries of the particulars hereinbefore referred to, or a memorandum in writing containing such particulars, shall be signed by the assistant at the time of the payment of his wages, and such signature shall operate as a receipt for such payment.

(c) The wages and time book in use for the time being, and any such book used within the preceding two years, shall at all times be open to the inspection of the Inspector of Awards.

(d) Every assistant who fails to sign the record as provided in this clause, or who wilfully signs an incorrect record, shall be liable to a fine not exceeding £5.

(e) An Inspector of Awards may at any time require the occupier to verify the entries in the wages and time book in such form as may be prescribed.

### *Proportion*

11. (a) The proportion of juniors to seniors shall not exceed one junior to one senior.

(b) For the purpose of this clause an employer who is actively engaged in the management of his shop shall be deemed to be a senior.

(c) For the purpose of this clause, where an employer carries on the business of more than one shop, each shop shall be deemed to be a separate business.

### *Holidays*

12. (a) In the event of a worker being required to work on any of the following days—viz., Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, or Anniversary Day—he or she shall have one day added to the period of annual leave for



each day so worked: Provided that, alternatively, each worker shall be paid at the rate of time and a half additional to the ordinary wage for each such day so worked: Provided also that where Anniversary Day is not observed, another day shall be substituted therefor.

(b) Should any of the above holidays, except Anzac Day, fall on a Sunday, then for the purposes of this award such holiday shall be observed on the following Monday. Should the said Monday be a holiday under this award, then such holiday shall be observed on the following Tuesday.

(c) Annual holidays shall be allowed in accordance with the Annual Holidays Act, 1944.

#### *Special Uniforms*

13. Where the employer requires the worker to wear smocks or special uniforms, including coats, the employer shall provide and launder same free.

#### *Reference*

14. (a) Each worker, on leaving or being discharged from his or her 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 applicant and shall be returned within forty-eight hours after engagement or rejection of the application.

#### *Right of Entry*

15. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers and collect subscriptions, but not so as to interfere unreasonably with the employer's business.

#### *Workers to be Members of Union*

16. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less

than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award, and shall be liable accordingly.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

#### *Under-rate Workers*

17. (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.

*Application of Award*

18. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, and employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

*Scope of Award*

19. This award shall operate throughout the Otago and Southland Industrial District.

*Term of Award*

20. This award shall come into force on the 3rd day of September, 1945, and shall continue in force until the 3rd day of September, 1946.

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 30th day of August, 1945.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The matters referred to and settled by the Court related to hours of work, wages, casual workers, overtime (clause 6 (b)), notice of overtime and tea-money, proportion, holidays occurring on the worker's half-holiday, closing hours, right of entry, scope of award, and term of award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

When this dispute came before the Court the advocate for the employers questioned whether there was any desire or need for an award to be made in this industry. The Court, however, is faced with the fact that, in response to claims submitted by the workers' union, counter-proposals were filed on behalf of the employers. A Conciliation Council was duly appointed, and one of the assessors for the employers who was called as a witness at the hearing before the Court stated that he had not heard any objection raised in the Conciliation Council to the making of an award, nor had he heard of any such objection at any other time prior to the date on which the Court heard the dispute. Further, the claims and counter-proposals were considered by the Conciliation Council, and a

number of clauses were agreed upon, including clause 1, which defines the industry to which the award relates. This clause reads:—

“ This award shall apply to workers employed in shops of all employers who deal in retail in any of the undermentioned goods—namely, confectionery, fruit, vegetables, cakes, bakers' small goods, miscellaneous small goods, milk or dairy-produce—and shall cover all persons principally employed therein in the sale of any one or more of such classes of goods by employers who are parties to the award. This award shall not apply to workers who are covered by any other award in force at the date of the making of this award.”

While in no other part of the Dominion has an award been made covering some of the classes of workers provided for in the above clause—for example, workers employed in the sale of confectionery—evidence of witnesses called on behalf of the employers showed that in Dunedin and Invercargill special conditions exist, in that it is a common practice in these cities for fruit shops to be combined with milk-bars and confectionery shops.

In view of all the circumstances, the Court does not think there is adequate justification for refusing to make an award, but, at the same time, it is pointed out that the rates of wages and conditions of employment prescribed therein are not necessarily to be regarded as a precedent for similar classes of workers in other parts of the Dominion where the same special conditions do not apply.

As the award is the first of its kind, the Court has decided to make its term one year only.

A. TYNDALL, Judge.