

**WELLINGTON INDUSTRIAL DISTRICT DAIRY, CONFECTIONERY, AND MIXED
BUSINESS SHOP ASSISTANTS—AWARD**

In the Court of Arbitration of New Zealand, Wellington Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the under-mentioned persons, firms and companies (hereinafter called “the employers”):

Airport Dairy Ltd., 1 Hobart Street, Miramar, Wellington.
 Candy Corner Dairy Co., 186 Ruahine Street, Palmerston North.
 Centre Store and Dairy Ltd., Queen Street, Levin.
 Chisholms Dairy Ltd., 66 Broderick Road, Johnsonville.
 Dashfield, V., Tui Dairy, 33 Alma Road, Gonville.
 Duigan, W. P. Ltd., 144 Onslow Road, Khandallah, Wellington.
 Dyer, F. P., Dyers Store, 129 Railway Avenue, Lower Hutt.
 Elderado Dairy Ltd., Beatty Street, Hastings.
 Glen Dairy Ltd., 39 Glen Road, Stokes Valley.
 Grand Confectionery Co., Manners Street, Wellington.
 Greenmeadows Dairy Ltd., 58 Ghuznee Street, Wellington.
 Hospital Confectionery, 44 Riddiford Street, Newtown, Wellington.
 Jamieson and Co., 16 High Street, Dannevirke.
 Kayes Dairy and Confectionery, 485 Main Street, Palmerston North.
 Khandy Bar Ltd., 5 Ganges Road, Wellington.
 Masterton Hospital Dairy Ltd., 29 Te Ore Road, Masterton.
 McDonald, R., VIC Confectionery, 511 High Street, Lower Hutt.
 McAnulty, E. P. Co. Ltd., 141 Vogel Street, Palmerston North.
 Mawson, W., Mawson's Park Dairy, 15 Follett Street, Marton.
 Seatoun Dairy Ltd., 31 Falkirk Avenue, Seatoun, Wellington.
 Treadwell Street Dairy (1961) Ltd., 3 Treadwell Street, Naenae.
 Watson, G. E., Civic Confectionery, 18 Main Road, Otaki.
 Whitbys Dairy Ltd., Jellicoe Street, Martinborough.
 Blue Moon Dairy Ltd., 256 Fitzherbert Avenue, Palmerston North.
 Hospital Store Napier Ltd., 79 Napier Terrace, Napier.
 Clive Square Store Ltd., 6 Clive Square, Napier.
 Hendy's Dairy Co., 215 Victoria Avenue, Wanganui.

and the:

Wellington Amalgamated Society of Shop Assistants, and Related Trades Industrial Union of Workers, Trades Hall, Wellington C.2.

(hereinafter called “the union”).

THE COURT of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 day of the date hereof and shall continue in force until the 23rd day of July 1966 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 23rd day of July 1964.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award relates to all employers' parties to the award who conduct the business of a dairy, confectioner or mixed business and who sell or offer for sale by retail milk, cream, butter, cheese, eggs, bread, biscuits, confectionery and sweetmeats, ice-cream, aerated waters, cordials, fruit juices and soft drinks, newspapers and magazines, cigarettes and tobacco, and other goods classified as "exempted goods" pursuant to section 6 (2) of the Shops and Offices Act 1955, but this award shall not apply to any employer the substantial character of whose business is that of a retail grocer, a retail tobacconist, a retail cake shop or a retail newsagent.

Hours of Work

2. (a) The hours of work of assistants shall not exceed 40 per week, to be worked on five days of the week.

(b) Not more than eight hours shall be worked by an assistant on each of four days in each week and on one day of the week 11 hours.

(c) No assistant shall be employed for more than five hours continuously without an interval of not less than one hour for a meal.

(d) Every assistant covered by this award (except casual assistants) shall be allowed two full days holiday each of 24 consecutive hours from midnight to midnight in each week, provided that an employer may require his assistants to work on one of the usual weekly holidays.

(e) All employees shall be allowed a 10 minute interval both in the morning and the afternoon for refreshments and facilities for boiling water shall be provided.

Wages

3. (a) The minimum rates of wages payable to shop assistants shall be as follows:

| | Males | | | Females | | |
|--------------------------|----------|----|----|----------|----|----|
| | Per Week | | | Per Week | | |
| | £ | s. | d. | £ | s. | d. |
| Under 16 years of age | 4 | 10 | 0 | 4 | 0 | 0 |
| 16 to 16½ years of age | 4 | 17 | 0 | 4 | 10 | 0 |
| 16½ to 17 years of age | 5 | 10 | 0 | 4 | 17 | 0 |
| 17 to 17½ years of age | 6 | 5 | 0 | 5 | 6 | 0 |
| 17½ to 18 years of age | 7 | 3 | 0 | 6 | 0 | 0 |
| 18 to 19 years of age | 7 | 17 | 0 | 6 | 10 | 0 |
| 19 to 20 years of age | 9 | 3 | 0 | 7 | 7 | 0 |
| 20 to 21 years of age | 10 | 16 | 0 | 8 | 0 | 0 |
| 21 years of age and over | 13 | 5 | 0 | 9 | 0 | 0 |

(b) Any assistant who is in charge of a shop shall be paid £1 5s. per week in addition to the minimum rate prescribed for male or female assistants 21 years of age or over.

Casual Assistants

4. For the purpose of this award a casual assistant is an assistant whose engagement is for a period of less than five full days in any one working week. Such assistants shall be paid at a rate of not less than 6s. 10½d. per hour in the case of adult males and 5s. per hour in the case of adult females and 5s. per hour in the case of junior males and 4s. per hour in the case of junior females, with a minimum of three hours' payment for any one day.

Overtime

5. All time worked in excess of the ordinary hours prescribed in clause 2 of this award or on an assistant's weekly holiday shall be paid for at the rate of time and a half for the first three hours and thereafter double time rate. Overtime shall be calculated on a daily basis. The minimum rate of payment shall be 4s. per hour.

Meal Money

6. The employer shall provide a meal or allow meal money at the rate of 5s. per meal when assistants are called upon to work on overtime for more than one hour after the usual time of ceasing work for the day.

Payment of Wages

7. (a) All wages and overtime shall be paid weekly during working hours and not later than Thursday. Should a holiday fall on any regular pay day, wages shall be paid on the working day previous to the holiday.

(b) Assistants shall be supplied with a statement setting out the computation of the wages paid, together with any deductions made therefrom whenever there is any alteration in their normal weekly earnings.

Holidays

8. (a) The following shall be allowed as holidays without deduction from weekly wages; Christmas Day, Boxing Day, New Year's Day, 2 January or a day to be allowed in lieu thereof, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, and Anniversary Day: Provided that where Anniversary Day is not generally observed, another day may be substituted therefor.

(b) Where Christmas Day, Boxing Day, or New Year's Day falls on a Saturday or Sunday, the provisions of the Public Holidays Act 1955 relating to the observance of such holidays on the next succeeding Monday or Tuesday shall apply, and where Anniversary Day is observed as a holiday, the provisions of the said Act relating to the observance of that holiday on the next succeeding Monday if it falls on a Friday, Saturday, or Sunday, or on the immediately preceding Monday if falls on a Tuesday, Wednesday, or Thursday shall apply.

(c) In the case of weekly workers, any work done on Sunday or on the above mentioned holidays or holidays observed in lieu thereof, shall be paid for at double time rates in addition to the ordinary weekly wage.

Annual Holidays

9. (a) An annual holiday of two weeks on full pay shall be granted to each worker under this award on completion of each year of service, such annual holiday to be exclusive of holidays provided for in clause 8 of this award, and

workers shall be paid for the annual holiday on or before its commencement. A worker not completing a year of service with an employer shall be granted payment in accordance with the Annual Holidays Act 1944.

(b) The annual holiday to be allowed to assistants on the completion of 10 or more years' continuous service with the same employer shall be three weeks instead of two weeks as aforesaid. An assistant not completing a year of service under this provision shall be granted proportionate payment in accordance with the length of service in that year.

(c) An assistant shall not be requested to go on annual leave on less than 14 days' notice except on his or her own request or except in the case of exceptional circumstances, when mutual arrangement may be made.

Weekly Employment

10. (a) Except as provided for in clause 4 of this award, the employment shall be deemed to be a weekly employment. The wages prescribed in clause 3 are weekly wages, and shall not be subject to any deduction except for time lost through sickness, accident, or default of the assistant.

(b) Except in the case of casual hands, not less than seven days' notice shall be given by either party of the termination of employment and where the employment is terminated without the requisite notice one week's wages shall be paid or forfeited by the party who fails to give notice; but nothing in this clause shall prevent the summary termination of the employment for misconduct. The period of notice in either case shall be exclusive of the whole or any part of the annual holiday required to be given in pursuance of this award.

References

11. (a) Each assistant on request, on leaving or being discharged from his employment shall be given within 24 hours thereafter a reference in writing stating the position held and the length of service.

(b) Original references shall be the property of the assistant and shall be returned within 48 hours after engagement or rejection of the application.

Time and Wages Book

12. (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 21 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 the 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 five 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.

General

13. (a) Junior females and junior males shall not be required to lift or carry weights in excess of the following:

| | | | | |
|-------------------------------|-------|-------|-------|-------|
| Males under 16 years of age | ..... | ..... | ..... | 56 lb |
| Males under 18 years of age | ..... | ..... | ..... | 70 lb |
| Females under 16 years of age | ..... | ..... | ..... | 30 lb |
| Females under 18 years of age | ..... | ..... | ..... | 40 lb |

(b) There shall be provided and maintained for the use of assistants adequate and suitable facilities for washing, which shall include a sufficient supply of soap and clean towels or other suitable means of cleaning or drying; and the facilities shall be conveniently accessible and shall be kept in a clean and orderly condition.

(c) Employers shall on request, but not more often than once every three months, supply to the secretary of the union a list of the names of all assistants employed by them under this award, together with the age of any assistant who is under 18 years of age.

Overalls

14. Unless satisfactory provision is otherwise made for the supply and maintenance of clean washable overalls required to be worn by assistants under regulation 29 of the Food Hygiene Regulations 1952, it shall be the responsibility of the employer to provide and maintain such overalls.

Right of Entry

15. The secretary or other authorised representative 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 and there interview any assistants, or to collect any fees, subscriptions, levies, or other charges payable to the union by any assistants, but so as not to interfere unreasonably with the employers' business.

Disputes

16. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side if dissatisfied with the decision of the committee shall have the right to appeal to the Court within 14 days after such decision has been made known to the party desirous of appealing.

Unqualified Preference

17. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days of his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Assistants

18. (a) Any assistant 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 assistant'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 assistant 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 14 days' notice shall have been given to such assistant 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 an assistant 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 an assistant pursuant hereto.

(e) It shall be the duty of an employer, before employing an assistant at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award

19. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or 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 districts to which this award relates.

Scope of Award

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

Term of Award

21. This award shall come into force on the day of the date hereof and shall continue in force until the 23rd day of July 1966.

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 23rd day of July 1964.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

Apart from some minor adjustments which have been made by the Court with the concurrence of the representatives of the parties and for the purpose of avoiding any inconsistency with statutory requirements, the award incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 17 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
