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## NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

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### (4362.) SOUTH AUCKLAND GROCERS' ASSISTANTS AND DRIVERS.— AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Auckland Grocers' Assistants and Drivers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Acton, H. T., storekeeper, Tuakau.

Ahier, G., grocer, Te Awamutu.

Alwill, J., grocer, Haupatu.

Arthur, E. V., grocer, Te Aroha.

Bourne, A. J. T., grocer, Ngāruawahia.

Broad and Broad, grocers, Cambridge.

Bruce, E. A., grocer, Te Aroha.

Bryett, George, grocer, Papatōetoe.

- Carroll, J., grocer and baker, Taupiri.  
 Cavanagh Bros., grocers, Ngaruawahia.  
 Cumming, J., grocer, Huntly.  
 Cutforth, A., grocer, Morrinsville.  
 Dickens, Thomas, grocer, Tuakau.  
 Dillicar, T. B., grocer, Victoria Street, Hamilton.  
 Dillicar, W. W., grocer, Public Benefit Stores, Frankton  
 Junction.  
 Dillicar, W. W., grocer, Public Benefit Stores, Hamilton.  
 Dooley and Co., grocers, Te Kuiti.  
 Egdell, Gilbert, grocer, Huntly.  
 Elmsly, J. G., grocer, Kihikihi.  
 Empson, T., grocer, Morrinsville.  
 Falls, Sam, storekeeper, Matamata.  
 Farmers' Benefit Cash Store, Ohaupo.  
 Farrell, F., grocer, Huntly.  
 Fleming, R. S., grocer, Ngaruawahia.  
 Free Bros., storekeepers, Tuakau.  
 Free, C. S., storekeeper, Tuakau.  
 Gass, G., grocer and baker, Hamilton East.  
 Gee Bros., grocers, London Street, Hamilton.  
 Gibson, G. L., grocer and baker, Hamilton East.  
 Gleeson, C. M., grocer and baker, Taupiri.  
 Gordon, J. P., grocer, Ngaruawahia.  
 Green and Colebrook (Limited), grocers, Huntly.  
 Green and Colebrook (Limited), grocers, Ngaruawahia.  
 Green and Colebrook (Limited), grocers, Ohaupo.  
 Green and Colebrook (Limited), grocers, Te Kuiti.  
 Green and Colebrook (Limited), storekeepers, Tuakau.  
 Gummer, C., grocer and draper, Morrinsville.  
 Hamblin and Co., grocers, Taupiri.  
 Hamblin and Co. (Limited), grocers, Ngaruawahia.  
 Harvey, D. W., grocer, Glen-Massey.  
 Harvey, D. W., grocer, Victoria Street, Hamilton.  
 Henry, W. J., grocer, Hamilton East.  
 Hewett, J., grocer, Morrinsville.  
 James Bros., grocers, Cambridge.  
 Kirkby, J., grocer, Te Aroha.  
 Lane, James, grocer, Ngaruawahia.  
 Lees, G., grocer, Kihikihi.  
 McConnell, William S., general storekeeper, Waiuku.  
 McGregor, D., and Co., grocers, Victoria Street, Hamilton.  
 Mathews, F. C., grocer, Claudelands.  
 Mathews, F. C., grocer, Hamilton East.  
 Mohr, J., storekeeper, Taupiri.  
 Morris, J. G., general storekeeper, Te Kuiti.  
 Nicholls, J., and Son, grocers, Te Kuiti.  
 Nicholls, John, storekeeper, Te Kuiti.  
 Parr Bros., grocers, Hood Street, Hamilton.

- Pearce, Miss J. A., grocer, Frankton Junction.  
 Pratt, Richard, grocer, Te Kuiti.  
 Redgrave and Kirkby, grocers, Te Aroha.  
 Richards and Co., grocers, Cambridge.  
 Sandford, A. G., manager, Frankton Supply Stores, Frankton Junction.  
 Shaw, A. H. D., grocer, Te Aroha.  
 Sheils, J., and Co., grocers, Victoria Street, Hamilton.  
 Smith, G. H., grocer, Te Aroha.  
 Smith, T. G., grocer, Taupiri.  
 Stokes and Earl, grocers, Papakura.  
 Taylor, E. J., grocer, Te Awamutu.  
 Vinall, E. J., grocer, Leamington.  
 Waldon, J., storekeeper, Pokeno.  
 Wallace and Co., general storekeepers, Matamata.  
 Wallace and Co., general storekeepers, Waiuku.  
 Wallace and Co., grocers, Morrinsville.  
 Wallace and Co., storekeepers, Pokeno.  
 Walsh, M., grocer, Ngaruawahia.  
 Wells, T., grocer, Cambridge.  
 Wernham, H. J., and Tidd (Limited), The Mutual Stores (Limited), Frankton Junction.  
 Wernham, H. J., and Tidd (Limited), The Mutual Stores (Limited), Hamilton.  
 West, J. M., grocer, Ramarama.  
 Willis Bros., grocers, Papakura.  
 Wilson and Shaw, grocers, Huntly.  
 Wood, T., grocer, Te Awamutu.  
 Young, A., and Co., grocers, Te Awamutu.

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, and the time for making this award having been duly extended, 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 3rd day of July, 1916, and shall continue in force until the 14th day of November, 1918, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 31st day of May, 1916.

T. W. STRINGER, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. (a.) Grocers' assistants: Fifty-two hours per week, as provided for in the Shops and Offices Act.
- (b.) Carters: Fifty-two hours per week and stable-time, as provided for in the Shops and Offices Act.

##### *Rates of Wages.*

2. (a.) The minimum rates of wages which shall be paid to grocers' assistants shall be as follows:—

	£	s.	d.	
From 15 to 16 years of age...	0	10	0	per week.
„ 16 to 17 „	0	15	0	„
„ 17 to 18 „	1	2	6	„
„ 18 to 19 „	1	10	0	„
„ 19 to 20 „	2	0	0	„
„ 20 to 21 „	2	7	6	„
„ 21 to 22 „	2	12	6	„
Over 22 years of age	2	17	6	„

- (b.) The minimum rate of wages which shall be paid to drivers of the age of twenty-two years and upwards shall be £2 17s. 6d.

(c.) Drivers under the age of twenty-two years shall be paid according to the scale above prescribed for assistants under the age of twenty-two years. No youth under the age of sixteen years shall be employed in driving.

(d.) An assistant may act as a driver, or a driver as an assistant.

(e.) The employment shall be a weekly employment, and no deductions shall be made from the week's wages for public holidays. Time lost by a worker through his illness or default may be deducted from his wages.

(f.) An employer who has no assistants, or not more than three assistants over the age of twenty-two years, may employ one youth under twenty years of age or one junior between twenty and twenty-two years of age. An employer who employs four and not more than six assistants over twenty-two years of age may employ an additional youth and junior. For every three additional assistants over the age of twenty-two years, from seven assistants upwards, the employer may employ two additional youths or juniors between the ages of fifteen and twenty-two years. This proportion to be maintained throughout.

(g.) No employer shall be compelled to discharge any youth or junior now employed by him in excess of the above proportion.

(h.) For the purposes of this clause a "youth" shall be deemed to be under the age of twenty years, and a "junior" to be over twenty years of age and under twenty-two years of age.

(i.) Where any employer carries on the business of more than one shop each shop shall for the purposes of this clause and its subclauses be deemed to be a separate business, and carters shall be included in the term "assistants"; further, the employer himself shall be deemed to be an assistant when he is substantially employed at the trade.

#### *Holidays.*

3. (a.) The following shall be the recognized holidays: New Year's Day, the day following such day, Anniversary Day, Good Friday, Easter Monday, Labour Day, the King's Birthday, Christmas Day, and Boxing Day.

(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.

#### *Casual Workers.*

4. Notwithstanding anything herein contained casual workers may be employed from day to day, provided they are paid not less than 1s. 5d. per hour.

#### *Under-rate Workers.*

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

#### *Preference.*

6. (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 seven 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.

(c.) When members of the union and non-members are employed together they shall work together in harmony and in unison.

#### *Clerks, &c.*

7. Nothing in this award contained shall apply to females now in the employment of any employer in any capacity, or 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 persons employed solely in departments other than grocery and provisions.

#### *Application of Award.*

8. The term "assistant" where used in this award shall apply to males and females, and shall include shop-assistants, packers and dispatchers, storemen, carters, and canvassers; 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.

*Matters not provided for.*

9. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the president or secretary of the union, and in default of any agreement being arrived at then such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

*Scope of Award.*

10. This award shall apply only within a radius of fifty miles from the Chief Post-office, Hamilton.

*Term of Award.*

11. This award shall come into force on the 3rd day of July, 1916, and shall continue in force until the 14th day of November, 1918.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 31st day of May, 1916.

T. W. STRINGER, Judge.

## MEMORANDUM.

As this was the first occasion on which an award in this industry was sought to bind employers in Hamilton and the surrounding district the Court has hesitated for some time to make an award, as it appeared doubtful whether it would be proper to do so owing to the abnormal conditions prevailing by reason of the war. As, however, the terms of the recent Auckland award have been accepted by employers in Christchurch and Dunedin, both for these cities and the surrounding country districts, the Court did not see its way to place Hamilton and the surrounding district in an exceptional position by leaving the employers therein free from the operation of an award. The Court has therefore made an award for this district similar in terms to the Auckland award, but has made provisions enabling employers to retain youths now in their service notwithstanding they may be in excess of the proportion prescribed by the award, and excluding from the provisions of the award all females now in the employ of any employer.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.