

TARANAKI INDUSTRIAL DISTRICT.

(4526.) TARANAKI DISTRICT GROCERS.—AWARD.

In the Court of Arbitration of New Zealand, Taranaki 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' (Taranaki Branch) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Alger, E. A., general storekeeper, Broadway, Stratford.
 Allan, H., baker and grocer, Kaponga.
 Alton Dairy Company (J. D. Proffit, manager), general storekeepers, Alton.
 Arms, J., general storekeeper, Dawson Street, New Plymouth.
 Aroa, Isaac, general storekeeper, Devon Line, Fitzroy, New Plymouth.
 Bain, J., general storekeeper, Toko.
 Baker, F., storekeeper, Frankley Road, Moturoa.
 Bannatyne, W., general storekeeper, Eltham.
 Barclay and Co., general storekeepers, Kapuni.
 Barklay, J., general storekeeper, Okaiawa.
 Batten, W., general storekeeper, Kent Road, Egmont Village.
 Beckbessenger, E., general storekeeper, McLean Street, Waitara.
 Blanchard, G., general storekeeper, South Road, New Plymouth.
 Bolton, Mrs. G. G., general storekeeper, Devon Street, New Plymouth.
 Bond, C., storekeeper, Devon Street, New Plymouth.
 Boyle and Jones, general storekeepers, Patea.
 Boyle, W., general storekeeper, Manutahi.
 Briggs, Mrs. M., grocer, Riverlea.
 Bullock, R. T., general storekeeper, Hawera.
 Burrows, R., general storekeeper, Junction Road, Egmont Village.
 Button, E. T., general storekeeper, McLean Street, Waitara.
 Campbell, M. J., general storekeeper, Hawera.
 Cape Egmont Dairy Company (W. H. Keasberry, manager), general storekeepers, Main Road, Pungarehu.
 Carter, C., general storekeeper, Devon Street, New Plymouth.
 Central Co-operative Store (Limited) (William Macdonald, manager), Broadway, Stratford.
 Chivers and Co., general storekeepers, Okaiawa.
 Copeland, C., grocer, Douglas.
 Crawford, H., general storekeeper, Cardiff.

- Crawford, H. R., storekeeper, Stratford.
 Crocker, Mrs. M., general storekeeper, Devon Street East, New Plymouth.
 Davey, H. W., grocer, Normanby.
 Davidson, Alex, general storekeeper, Main South Road, Moturoa.
 Dick, Mrs. M., general storekeeper, Lepperton, New Plymouth.
 Downs, J. W., general storekeeper, Main Road, Bell Block, Fitzroy, New Plymouth.
 Drake Bros., general storekeepers, Broadway, Stratford.
 Dunbar, C., general storekeeper, Main Road, Urenui.
 Eaves, H. J., general storekeeper, Otakeho.
 Eggers and Co., general storekeepers, Hawera.
 Forbes Bros., general storekeepers, Okau.
 Fox, J. S., baker and general storekeeper, Main Road, Okato.
 Fraser, S. G., general storekeeper, McLean Street, Waitara.
 Gadd, F. E., storekeeper, Devon Street, New Plymouth.
 Gardiner, J., grocer, Matapu.
 Gibbons, W., grocer, Pihama.
 Gibsons Limited, general storekeepers, Patea.
 Gibsons Limited (J. Daley, manager), general storekeepers, Hawera.
 Gillishan, W., grocer, Kakaramea.
 Gilmour, J., grocer, Manaia.
 Gordge, W. L., general storekeeper, Carrington Road, Vogeltown, New Plymouth.
 Greenaway Bros., general storekeepers, Okato.
 Gwillam, E. J., storekeeper, Devon Street West, New Plymouth.
 Hale, S., general storekeeper, Main Road, Warea, Taranaki.
 Hanover, George, general storekeeper, Purangi.
 Harkness and Grimmer, general storekeepers, Main Road, Midhirst, Taranaki.
 Harris, H. E., grocer, Hawera.
 Hill, H. E., general storekeeper, Devon Street West, New Plymouth.
 Hill, H. E., general storekeeper, St. Aubyn Street, New Plymouth.
 Holder, A. W., grocer, Te Kiri.
 Holmes and Arthur, general storekeepers, Opunake.
 Howard, D., general storekeeper, Kohurataki.
 Hughson, T. P., and Son, general storekeepers, Main Road, Pungarehu.
 Hughson, T. P., and Son, general storekeepers, Main Road, Rahotu.
 Hughson, T. P., and Son, general storekeepers, Oaonui.
 James, F. R., storekeeper, Pendarves Street, New Plymouth.
 Jefferies, Graham, and Hunt, general storekeepers, Patea.

- Johnston Bros., general storekeepers, Devon Street East, New Plymouth.
- Johnston Bros., general storekeepers, Main South Road, Moturoa.
- Julian, T. R., general storekeeper, Auroa.
- Jupp and Mallett, general storekeepers, McLean Street, Waitara.
- Kaupakuni Co-operative Dairy Company (A. Parkinson, manager), general storekeepers, Kaupakuni.
- Kidd and Swannick, general storekeepers, Main Road, Omata, Taranaki.
- Langham, H., general storekeeper, McLean Street, Waitara.
- Lee, F. A., general storekeeper, Dawson Street, New Plymouth.
- Lee, P. H., general storekeeper, Okoke, Egmont.
- Lester Bros., general storekeepers, Midhirst, Taranaki.
- Lister, J., storekeeper, Devon Street, New Plymouth.
- Luders, Mrs. H., general storekeeper, Midhirst, Taranaki.
- McAllum, W. F., general storekeeper, Kotare.
- McAllum, W. F., general storekeeper, Uruti.
- McLean and Stevenson, general storekeepers, corner Brown and Rata Streets, Inglewood.
- McMasters, R. (Limited), general storekeepers, Broadway, Stratford.
- McNeill, James, general storekeeper, Devon Street, New Plymouth.
- Mackie, G., general storekeeper, Main Road, Kaimata.
- Marshall and Corey, bakers and grocers, Awatuna.
- Meldon, J. J., general storekeeper, Manaia.
- Meredith, J., general storekeeper, Strathmore.
- Midhirst Dairy Company, general storekeepers, Midhirst.
- Mills, E., general storekeeper, Kaponga.
- Mills, J., general storekeeper, Mangatoki.
- Mills, J., general storekeeper, Matau.
- Moa Farmers' Dairy Company (P. Preo, manager), general storekeepers, Junction Road, Inglewood.
- Mounsey, Mrs. E., general storekeeper, Pohukura.
- Nichols and Son, bakers and general storekeepers, Moa Street, Inglewood.
- Norton, Mrs. A., storekeeper, Stratford.
- O'Donnell, D., general storekeeper, Main Road, Urenui.
- Patea Farmers' Trading Association (Limited), general storekeepers, Patea.
- Paterson, James, general storekeeper, Main Road, Tarata, Taranaki.
- Pennington, J., general storekeeper, Ngaere.
- Pote, H., baker and general storekeeper, Main Road, Bell Block, Fitzroy, New Plymouth.
- Rattenberry Bros., general storekeepers, Tongaporotu.

- Reynolds, E. M., general storekeeper, Oaonui.
 Richardson, R., general storekeeper, Broadway, Stratford.
 Ridge, J., general storekeeper, Alton.
 Ridge, J., general storekeeper, Hurleyville.
 Riverdale Dairy Company (J. Judd, manager), general storekeepers, Riverdale.
 Roberts, J. A., general storekeeper, Eliot Street, New Plymouth.
 Robins, E., general storekeeper, Toko.
 Rooney and Co., general storekeepers, Whangamomona.
 Rowe, K., general storekeeper, Main Road, Punihō.
 Rudkin, W. H., general storekeeper, Main Road, Tariki.
 Sampson, Mrs. F., general storekeeper, Sentry Hill, Egmont.
 Schrivener, F., storekeeper, Te Henui, New Plymouth.
 Smalley, E. A., general storekeeper, Eltham.
 Smart, T., general storekeeper, Main Road, Oakura.
 Sutherland Bros., general storekeepers, Moa Street, Inglewood.
 Taylor, John, general storekeeper, Devon Line, Fitzroy, New Plymouth.
 Terkleson, J., general storekeeper, Main Road, Tariki.
 Thompson, C. J., general storekeeper, Hawera.
 Thorpe and Callaghan, general storekeepers, Opunake.
 Treeby, W. J., and Co., general storekeepers, Hawera.
 Veale, A., storekeeper, Devon Street, New Plymouth.
 White, T. W., storekeeper, Gover Street, New Plymouth.
 Wilkinson, C. A. (Limited), general storekeepers, Eltham.
 Winfield, J. H., general storekeeper, Rata Street, Inglewood.

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, 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 as from the 4th day of December, 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 9th day of December, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall be those provided under the Shops and Offices Act, 1908, and its amendments.

Wages.

2. (*a.*) The minimum rate 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 „ 17 „	0	15	0	„
„ 17 „ 18 „	1	2	6	„
„ 18 „ 19 „	1	10	0	„
„ 19 „ 20 „	2	0	0	„
„ 20 „ 21 „	2	7	6	„
„ 21 „ 22 „	2	12	6	„
Over 22 „	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. The term “ driver ” shall include motor-drivers.

(*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 illness or default may be deducted from his wages.

(*f.*) The proportion of boys or youths shall be one to three (or fraction of three) assistants of over twenty years of age. For the purposes of this clause the employer is to be reckoned as an assistant so long as he is substantially engaged in the work of the shop.

(g.) 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.

Holidays.

3. (a.) The following shall be the recognized holidays: New Year's Day, the day following such day, local Show 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 Labour.

4. Notwithstanding anything herein contained casual workers may be employed from day to day provided they are paid not less than the following rates: Under eighteen years of age, 1s. per hour; over eighteen years of age, 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 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.

Clerks, &c.

7. 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 confectionery departments.

Application of Award.

8. The term "assistant" where used in this award shall include shop-assistants, storemen, assistants part of whose employment is carting, 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.

Scope of Award.

9. This award shall apply to the whole of the Taranaki Industrial District.

Term of Award.

10. This award shall come into force as from the 4th day of December, 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 9th day of December, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies the recommendations of the Conciliation Council, which the parties had agreed to accept. The preference

clause of the recommendations was, however, in the form recently held by the Court of Appeal to be invalid, and the Court's usual preference clause has therefore been inserted.

A number of Chinese were cited as parties to the dispute, but the Court has struck them out of the list of parties. If hereafter it can be shown that these or any of them are grocers carrying on business within the scope of the award and employing white labour the Court will add them as parties to the award on application being made in that behalf.

T. W. STRINGER, Judge.