

(4307.) DUNEDIN GROCERS' ASSISTANTS AND DRIVERS.—AWARD.

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

- Aitken, W., 71 Albany Street, Dunedin.
 Allan and Smith, 325 Great King Street, Dunedin.
 Anderson, H., Fairfield.
 Armit, R., 189 Highgate, Roslyn.
 Auld, T. G., 393 Cargill Road, South Dunedin.
 Auty, H. C., 22 Bowen Street, St. Kilda.
 Barclay and Co., Main Road, Ravensbourne.
 Bardsley, J., 92 Main Road, North-east Valley.
 Beath and Barron, Castle Street, Dunedin.
 Bennett, G. E., High Street, Maori Hill.
 Black, J., Allanton.
 Black, J. A., High Street, Maori Hill.
 Blackwood, W., Main Road, Caversham.
 Brown, A. E., George Street, Dunedin.
 Browning, A., Highgate, Roslyn.
 Bunting, W., Halfway Bush.
 Campbell, J., Green Island.
 Carolin and Co., Stafford Street, Dunedin.
 Chesney Bros., Waitati.
 Clegg, Alexander, Cargill Road, South Dunedin.
 Crawford, G. W., St. Andrew Street, Dunedin.
 Croft, C. C., Union Street, Dunedin.
 Davies, D., Burnside.
 Deehan, P., 63 Dundas Street, Dunedin.
 Dick, G., Forbury Crescent, St. Kilda.
 Duff, W. J., Broad Bay.
 Eggers, W. H., Albany Street, Dunedin.
 Ellis, W., and Co., Kaikorai Valley Road, Dunedin.
 Emmerson, J., George Street, Port Chalmers.
 Ferguson, B., and Co., George Street, Dunedin.
 Fraser, P., David Street, Caversham.
 Gilmour Bros., Walker Street, Dunedin.
 Goodley, A., City Road, Roslyn.
 Hancock, J. H., King Edward Road, South Dunedin.
 Hardy, R. S., Mills Street, St. Kilda.
 Harris, J. H., Elgin Road, Mornington.
 Harrison, R., Mosgiel.
 Heenan, J., Broad Bay.
 Henderson, D., Elgin Road, Mornington.

- Hinton, J. H., King Edward Road, South Dunedin.
 Hunter and Etheridge, George Street, Dunedin.
 Johnston, S. P., Woodhaugh.
 Laurenson, J. G., Highgate, Roslyn.
 Law, M., Duncan Street, Dunedin.
 Lawrence, J. T., Castle Street, Dunedin.
 Lawson Bros., Outram.
 Leckie, A., 19 King Edward Street, Caversham.
 Leedham, A. E., Otokia.
 Legal, J. H., Eglinton Road, Mornington.
 Leslie, J. R., High Street, Maori Hill.
 McArthur, B. J., George Street, Dunedin.
 McConnell, W., and Sons, King Edward Road, South Dunedin.
 McCracken, S., Main Road, Caversham.
 McFarlane and Peden, George Street, Dunedin.
 McFarlane, A. and J., Princes and Maclaggan Streets, Dunedin.
 McGuire, J., Neidpath Road, Mornington.
 McKenzie, D., Main Road, North-east Valley.
 Mackay Bros., Ross Avenue, Roslyn.
 Manning, W. H., Maitland Street, Dunedin.
 Martin, James, Green Island.
 Mayall, R., George Street, Dunedin.
 Miller, D. M., Castle Street, Dunedin.
 Miller, T., Hanover Street, Dunedin.
 Milnes, J., George Street, Port Chalmers.
 Mitchell, D. C., Macandrew Road, South Dunedin.
 Mowat, W., and Co., Main Road, North-east Valley.
 Murdoch, W., and Co., Queen's Drive, St. Kilda.
 Murdock, W., Grosvenor Street, Caversham.
 Murray, J., King Edward Road, South Dunedin.
 O'Donnell, J., Allanton.
 Otago Farmers' Co-operative Association, Crawford Street, Dunedin.
 Pargiter, W. A., Forbury Road, Caversham.
 Peterson, J., and Co., Walker and George Streets, Dunedin.
 Prattley, P., Sawyer's Bay.
 Ramsay, A., Abbotsford.
 Reed, J., Cranston, Anderson's Bay.
 Roberts, W. M., Main Road, North-east Valley.
 Robinson, S., Elgin Road, Mornington.
 Roxburgh, A., Allanton.
 Roy, A. and W., Portobello.
 Rutherford, R., Main Road, Caversham.
 Rutherford, T., Mailer Street, Mornington.
 Samuel, D., Anderson's Bay.
 Scherp, A. G., Kaikorai Valley Road, Dunedin.
 Sector, J. A., 402 Princes Street, Dunedin.

Seddon and Co., Mosgiel.
 Shannon, T., Anderson's Bay Road.
 Skinner, P. R., Main Road, North-east Valley.
 Small, C. W., Arthur Street, Dunedin.
 Snell, J. B., Mosgiel.
 Snow, W. T., Outram.
 Souter, J., Mosgiel.
 Spence, G., and Co., George Street, Dunedin.
 Struthers and Co., George Street, Dunedin.
 Swallow, W., Mosgiel.
 Swanston, W. R., Kaikorai Valley Road.
 Turnbull, W. A., Mosgiel.
 Turner, W. E., Main Road, Ravensbourne.
 Wardell Bros., George Street, Dunedin.
 Wedderspoon, A., Kaikorai Valley Road.
 Williams, G., East Taieri.
 Wilson Bros., Great King Street, Dunedin.
 Wilson Bros., Mosgiel.
 Wolfenden and Russell, King Edward Street, South Dunedin.
 Wright, Stephenson, and Co., High Street, Dunedin.
 Young and Anderson, Moray Place, Dunedin.

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 14th day of February, 1916, and shall continue in

force until the 20th day of December, 1917, 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 25th day of May, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

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

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	„
„ 22 years and upwards ...	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. per week.

(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 may act as an assistant.

(e.) The employment shall be a weekly employment, and no deduction 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 the age of twenty years 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 additional three 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 employed in excess of the above proportion for the period of three months from the coming into operation of this award.

(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 shall also 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, King's Birthday, Christmas Day, Boxing Day, Grocers' Picnic Day.

(b.) If any day shall be generally observed as a holiday in lieu of the above-mentioned holidays such day for the purposes of this award shall be substituted for the special holidays.

Casual Workers.

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

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 per-

manent 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.

Clerks.

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 "assistants" where used in this award shall include shop-assistants, storemen, carters, 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 only within a radius of twenty miles of the General Post Office, Dunedin.

Term of Award.

10. This award shall come into force as from the 14th day of February, 1916, and shall continue in force until the 20th day of December, 1917.

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 25th day of May, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendation of the Council of Conciliation, which the parties agreed to accept. The date from which the award should come into force was also agreed upon by the parties.

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.
