

TARANAKI INDUSTRIAL DISTRICT.

(10427.) TARANAKI GROCERS' ASSISTANTS AND DRIVERS.—AWARD.

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Taranaki Master Grocers' Industrial Union of Employers, New Plymouth

Abbott, C. W., Manaia
 Allen, Newton, Westown, New Plymouth
 Alton Dairy Co., Alton
 Anthony, H. J., New Plymouth
 Arthur, James, Ngaere
 Barclay, J., Okaiawa
 Barkers Ltd., Stratford
 Barlow, F. J., Eliot Street, New Plymouth
 Bates, T., Westown, New Plymouth
 Beckbessinger, E., Waitara
 Belcher, C. A., Eltham
 Belcher, R. J., Egmont Village
 Birmingham, J. J., Westown, New Plymouth
 Blanchard, G. E., New Plymouth
 Boswell, A. C., New Plymouth
 Bredow, C. A., Douglas
 Brotheridge, F., Pioneer Road, New Plymouth
 Brown, Miss, Hawera
 Brown, J. H., Stratford
 Bullock and Co., Ltd., Hawera
 Caro's Great Bargain Stores, New Plymouth
 Carey, A. G., Vogeltown, New Plymouth
 Carter and Co., Hawera
 Cash Trading Co., Stratford
 Chapman, S. E., Eliot Street, New Plymouth
 Chatterton, I. B., Waitara
 Chinnery, B. W., Eltham
 Chong, C. S., Manaia
 Cock, Richard, jun., New Plymouth
 Coldwell, W. E. G., Fitzroy, New Plymouth
 Community Stores, New Plymouth and Branches
 Crawford, H., Cardiff
 Crozier, J., Westown, New Plymouth
 De Malmanche, W., Dawson Street, New Plymouth
 Dobson, J., Inglewood
 Douch, E., Fitzroy, New Plymouth
 Downs, J. W., Bell Block
 Drake, E. A., Okaiawa
 Driver, A. P., New Plymouth
 Dunbars Ltd., Urenui; Tongaporutu
 Dunbars, C. G., Hurleyville
 Ewart, J., Te Kiri
 Farmers' Co-op. Organization, Ltd., Hawera and Branches
 Farmers' Trading Co., Inglewood
 Fitzgerald, J., Uruti
 Fitzgerald, R., Urenui

Fraser, J., Hawera
 Furness, G. E., Hawera
 Gadds Ltd., New Plymouth
 Galloway and Sons, Normanby
 Garrett, W., Hawera
 Gray, E. H., Pungarehu
 Halliwell's Store, New Plymouth
 Hammond, A. A., Mangatoki
 Hannah, J. S., Puniho
 Harnish, Mrs., Vogeltown, New Plymouth
 Haswell, J. A., Patea
 Haworth and Harris, Patea
 Haynes, L. N., New Plymouth
 Hogg, F. C., New Plymouth
 Holland, F., New Plymouth
 Horsburgh, G. R., and Sons, Hawera and Branches
 Hughes, R., New Plymouth
 Hughsons Ltd., New Plymouth, Rahotu, and Branches
 Ideal Stores Ltd., Brougham Street, New Plymouth
 Jack, W., Waitara
 James Brothers, New Plymouth
 Johnson and Hay, Hawera
 Johnston, W., Brixton
 Kaupokonui Dairy Co., Kaupokonui and Branches
 Kayes, A. R., Hawera
 Kelsen, Mrs., Hawera
 Knapman, R. G., Oakura
 Kow Dan and Co., Grocers, Inglewood
 Leabeau and Pennington, Kaponga
 Lewis, Mrs. R. W., Ahititi
 Lind, W. A., Awatuna
 Lucas, C. S., Stratford
 Luders, Mrs. N., Midhirst
 Maher, Mrs. W., Waitara
 Main, A. T., Mokoia
 Manley, H. J., Opunake
 Manning, E., New Plymouth
 Masters Ltd., Stratford and New Plymouth
 Masters, E. L., and Co., Toko
 Mawkes, Mrs. S., New Plymouth
 McCoard, W., Matau
 McCormack, J. J., New Plymouth
 McCrae, Mrs., Hawera
 McDonald, W., Stratford
 McKenzie, F., Stratford
 McLean, J., Inglewood
 McNeill, James, New Plymouth
 Meldon, J. J., Manaia
 Midhirst Dairy Co., Midhirst
 Mills, H., Grocer, Kaponga and Riverlea
 Mills, S., Grocer, Te Henui, New Plymouth
 Moore, T. J. R., New Plymouth
 Morey, W. V., and Co., Ltd., Waitara
 Morris, J., Opunake
 Moss, H. C., Warea and Pungarehu
 Moss, H. D., Tataraimaka
 Mounatt, D., Te Wera
 Mounsay, J., Grocer, Kiore
 Newell, E. R., Bell Block
 O'Brien, R. D., St. Aubyn Street, New Plymouth
 Orr, J., Stratford

Page, W., Hawera
 Patterson, R., Tarata
 Peebles, G., Eltham
 Peel, J., Fitzroy, New Plymouth
 Peel, W., New Plymouth
 Pickles, A., New Plymouth
 Quinn, W. A., Hawera
 Ramshaw, A., New Plymouth
 Reynolds, E. W., Oaonui
 Richardson, D. S., and Co., Manutahi
 Riley, P. S., Pihama
 Riverdale Dairy Co., Inaha
 Roots, D., Patea
 Schiscka, J. A., Fitzroy, New Plymouth
 Scrimgeour, J., New Plymouth
 Selwright's (N.Z.), Ltd., New Plymouth
 Shaw, W. R., Hawera
 Sheppard, F., Kaimata
 Simon, E. T., Hawera
 Simpkins, V. R., New Plymouth
 Smart, T., Oakura
 Smith, A. J., Okato
 Sole, C. F., New Plymouth
 Sole, F., Stratford
 Stanton, R. C., Omata
 Strandon Cash Stores, Ltd., New Plymouth
 Taranaki Chain Stores and Branches, Stratford
 Trim's Economy Store
 Velven and Gyde, Eltham
 Wallace, J., Lepperton
 Ward, C. A., New Plymouth
 Ward, George, New Plymouth
 Waters, J., and Co., Waitara
 Way, C. S., New Plymouth
 Wei Yep and Co., Opunake
 Wilton, R. A., Hawera
 Young, T., New Plymouth

and

The Taranaki Grocers' Assistants and Drivers' Industrial Union of Workers (hereinafter called "the union").

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 from the 3rd day of April, 1933, and shall continue in force until the 2nd day of April, 1934, 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 27th day of March, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. A week's work shall not exceed forty-eight hours, to be worked as follows :—

(a) Between the hours of 8.15 a.m. and 5.30 p.m., on four days of the week ; between the hours of 8.15 a.m. and 9 p.m., on one day of the week ; and between the hours of 8.15 a.m. and 12.30 noon on the day usually observed as the weekly half-holiday.

(b) One hour shall be allowed for dinner between 12 noon and 2 p.m., and one hour for tea on the day of the late night.

Wages.

2. (a) The minimum weekly rates of wages for grocers' assistants and drivers shall be as follows :—

Age at commencing Trade.	First Year.	Second Year.	Third Year.	Fourth Year.	Fifth Year.	Sixth Year.	Seventh Year.	Eighth Year.	There- after.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Under 16	10 0	15 0	21 6	28 0	34 3	42 9	53 6	64 0	73 0
16 to 17	12 6	17 0	23 6	30 0	38 6	49 0	64 0	73 0	81 3
17 to 18	15 6	19 0	27 9	36 6	47 3	59 0	70 0	81 3	..
18 to 19	..	23 6	32 0	42 6	55 6	70 0	81 3
19 to 20	..	30 0	40 6	53 6	70 0	81 3

Youths under the age of eighteen years shall serve a period of six months as probationers before receiving the first-year wage, and shall thereafter complete each twelve months before an increase of wages is granted.

(b) First shopman or man in charge, £5 per week. This provision shall not apply to any firm or company where the manager is a substantial partner or shareholder in the business.

Where any employer carries on the business of more than one shop, each shop shall for the purposes of this award be deemed to be a separate business.

(c) Notwithstanding anything to the contrary contained in this award, any worker in charge of a shop, irrespective of age or experience, shall be deemed to be a first shopman or man in charge under this award.

(d) "Senior assistant" shall mean a worker who is in receipt of the full minimum rate of wages.

Payment of Wages.

3. Wages shall be paid strictly weekly, and in cash, on any day other than Saturday.

Overtime.

4. Any time worked in excess or outside of the hours prescribed in clause 1 hereof shall be deemed to be overtime, and shall be paid for at the rate of time and a half. No overtime shall be allowed under this award while the shop is open for business to the public.

Terms of Engagement.

5. (a) The employment shall be weekly employment, and shall require one week's notice on either side to terminate the engagement, except in the case of serious misconduct, when instant dismissal shall apply. No deduction shall be made from the week's wages for public holidays. Time lost for sickness or default of a worker may be deducted from his wages.

(b) The proportion of boys or youths shall be one youth and one junior to the first three senior assistants or fraction thereof, and thereafter one additional youth or junior for every two senior assistants or fraction thereof employed. An employer substantially engaged in the trade shall be counted as a senior assistant. For the purpose of this clause an assistant in receipt of a first-, second-, or third-year wage shall be regarded as a youth, and an assistant in receipt of a fourth- or fifth-year wage shall be regarded as a junior. A wife of an employer engaged part or whole time in the business shall for the purposes of this clause be deemed as a junior employee.

Junior Assistant Drivers.

6. No assistant under eighteen years of age shall be employed as a motor or horse driver, or shall carry parcels exceeding 112 lb. in weight.

Holidays.

7. (a) The following shall be recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, 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 purpose of this award shall be substituted for the specified holiday.

(c) No work shall be done on any of the above-mentioned holidays except stable-work, which shall be paid for at double time rates on Sundays and all holidays.

(d) One holiday of one week on full pay shall be granted to each worker under this award on completion of each year of service, and such holiday shall be taken at a time to be fixed by the employer.

(e) A worker, after completing a year of service, shall be granted pay in lieu of holidays in the same proportion for each six-monthly period served thereafter on termination of his or her services.

Casual Labour.

8. A casual grocer shall be paid at the rate of not less than 1s. 8d. per hour.

A casual grocer is an experienced grocer engaged for any less period than seven days continuous employment.

No casual worker can be employed two weeks consecutively.

Clerks.

9. Nothing in this award contained shall apply to clerks, cashiers, 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.

Time and Wages 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: (a) The name of the assistant, together with his age, if under twenty-one years of age; (b) the kind of work on which he is usually employed; (c) the hours during which he has actually been employed on each day, showing the time he starts and ceases; (d) the wages paid on each pay-day, and the date thereof; and (e) 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, and also as a *prima facie* certificate of the correctness of the particulars entered with respect to that assistant.

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

Reference.

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

(b) Original references shall be the property of the worker or applicant, and shall, on request, be returned within forty-eight hours after engagement or rejection of application.

Bicycle Allowance.

12. When a worker is required to use a motor-car, motor-cycle, or bicycle, in connection with his work, it shall be supplied and kept in repair by the employer.

Preference.

13. (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 a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 4th day of January, 1926, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) The provisions of this 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 1s. per week for the first month's membership and thereafter 13s. a quarter or £2 per annum, at the option of the member, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct, at a meeting of the union, or for being more than three months in arrears, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union. The contribution of 13s. a quarter or £2 per annum shall not be payable until after the expiration of one month after joining the union.

(c) With the consent of the employer, any authorized representative of the union may enter the shop to collect money due to the union by its members, provided that such collection shall not take place oftener than once a week.

Under-rate Workers.

14. (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 of agreement by which such wage is fixed.

Interpretation.

15. For the purpose of this award every person shall be deemed to be a grocer's assistant who is engaged in any capacity in connection with the sale of goods, display of goods, making-up of orders, stocks, packing, despatching, or as a storeman, canvasser, driver, or in any capacity in connection with the retail grocery trade: Provided that this clause shall not apply in the case of any person employed in or about the business who is not employed for a longer period than ten hours in any one week.

Early closing of Shops.

16. (a) In exercise of the powers conferred by section 17 of the Shops and Offices Amendment Act, 1927, it is ordered that all grocers' shops and the shops of every person, firm, and company to which that section applies within the separate district of New Plymouth shall be closed as follows; On four days of the week at the hour of 5.30 p.m.; on one day of the week at the hour of 9 p.m.; and on one day of the week at the hour of 12.30 p.m.

(b) All the said shops shall be closed from the hour of 7 a.m. on those days set out as holidays, or days observed in lieu thereof, in clause 7 hereof.

(c) The provisions of the Shops and Offices Act, 1921-22, and its amendments, shall apply to the hours to be observed on Christmas Eve and on New Year's Eve.

Travelling-allowance.

17. Any employer transferring a worker from one town to another shall pay such worker's fare to the place where such worker is transferred.

Scope of Award.

18. This award shall operate throughout the Taranaki Industrial District.

Term of Award.

19. This award shall come into force on the 3rd day of April, 1933, and shall continue in force until the 2nd day of April, 1934.

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 27th day of March, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. The closing of shops clause has been amended to bring it within the provisions of the Shops and Offices Act, 1921-22, and its amendments. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.