

CANTERBURY INDUSTRIAL DISTRICT.

(10752.) CHRISTCHURCH (FIVE-MILES RADIUS) WHOLESALE DRUG MERCHANTS' EMPLOYEES.—AWARD.

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

Canterbury Drug Co., Ltd., St. Asaph Street, Christchurch

Fairburn, Wright, and Co., Lichfield Street, Christchurch
Kempthorne, Prosser, and Co.'s New Zealand Drug Co., Ltd., Christchurch

Sharland and Co., Ltd., Manchester Street, Christchurch
Steel Chemical Co., Ltd., Oxford Terrace, Christchurch
Stevens, H. F., Ltd., 103 Worcester Street, Christchurch

and

The Christchurch Storemen and Packers (other than in Retail Shops) and Warehouse Employees (other than Drivers and Clerks) Industrial Union of Workers, Trades Hall, Christchurch (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 25th day of February, 1935, and shall continue in force until the 25th day of February, 1937, 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 18th day of February, 1935.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a) The hours of work shall be not more than forty-four hours per week, and shall be worked between the hours of 8 a.m. and 5 p.m. on five days of the week, and 8 a.m. and 12 noon on Saturdays.

(b) All work done outside of or in excess of the hours, above mentioned shall be deemed to be overtime, and shall be paid for at the rate of time and a quarter for the first two hours, and thereafter time and a half.

Interpretation.

2. (a) Workers employed in any capacity in connection with the reception, display, or sale of goods or orders for goods shall be classed as warehousemen. This award shall also apply to workers manufacturing medicinal preparations, but shall not apply to persons substantially engaged in office work or as message boys.

(b) In the case of a message boy being subsequently transferred to the warehouse, he shall be credited with 50 per cent. of the time worked as a message boy, and paid under clause 3 accordingly being treated as having commenced in the warehouse at the age he commenced as a message boy.

Wages.

3. The minimum weekly rates of wages shall be as follows:—

Age commencing trade.	First Year.	Second Year.	Third Year.	Fourth Year.	Fifth Year.	Sixth Year.	Thereafter.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Under 18 ..	15 0	20 0	27 6	40 0	50 0	62 6	73 9
18 to 19 ..	20 0	27 6	40 0	50 0	62 6	73 9	..
19 to 21 ..	27 6	37 6	50 0	62 6	73 9
21 and over ..	30 0	45 0	62 6	73 9

Temporary or Casual Hands.

4. Casual hands may be employed upon the same work as warehousemen but shall be paid 10 per cent. additional to the above rates.

A casual hand is one employed for less than one week.

Proportion.

5. Each firm or employer shall be entitled to employ one junior, and in addition further juniors in the proportion of one to each two or fraction of two senior workers.

Deductions.

6. The employment shall be deemed to be a weekly one. Deductions may be made from the weekly wages for time lost through the worker's sickness, accident, or default, or his temporary absence from work with the consent of the employer.

Termination of Engagement.

7. Not less than seven days' notice shall be given by either party of the termination of employment, but this shall not prevent an employer from summarily dismissing a worker for misconduct.

Half-holiday.

8. No work shall be done after noon on Saturday, except at overtime rates.

Payment of Wages.

9. Wages shall be paid weekly and in cash, in the employer's time, on any day of the week except Saturday.

Holidays.

10. (a) The following shall be observed as full holidays: From 25th day of December to 3rd day of January (both days

inclusive), and from Good Friday to the Tuesday following Easter Monday (both days inclusive), Show Day, the Birthday of the Reigning Sovereign, and Anzac Day.

(b) Any work done on Sundays, Anzac Day, Christmas Day, and Good Friday shall be paid for at the rate of double time, and any work done on any other specified holiday shall be paid for at the rate of time and a half; the said payment to be in addition to the ordinary weekly wages.

Meals.

11. One hour shall be allowed for meals.

Notice of Overtime and Tea-money.

12. (a) Notice shall be given prior to noon to any employee required to work overtime, and, provided such employee when working overtime cannot reasonably get home for a meal, 1s. 6d. tea-money shall be paid.

(b) Under exceptional circumstances shorter notice may be given by mutual arrangement between the worker and the employer concerned, and in such case, provided the assistant cannot reasonably get home for a meal, 2s. tea-money shall be allowed.

Reference.

13. Each employee on leaving or being discharged from his employment shall be given, on request, within twenty-four hours thereafter, a reference in writing stating the position held and length of service. Original references shall be the property of the employees, and shall be returned on request within forty-eight hours after engagement.

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 or agreement by which such wage is fixed.

Preference.

15. (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 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 6d. per week, 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 arrear, 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.

Scope of Award.

16. This award shall operate within a radius of five miles from the Chief Post-office, Christchurch.

Term of Award.

17. This award shall come into force on the 25th day of February, 1935, and shall continue in force until the 25th day of February, 1937.

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 18th day of February, 1935.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

An application was made to the Conciliation Council to strike out the name of Fairburn, Wright, and Co., from the list of parties to the dispute. The Court accordingly reserves power to hear an application to strike out the name of the company from the list of parties to the award when it next visits Christchurch.

F. V. FRAZER, Judge.

(10818.) CHRISTCHURCH (FIVE-MILES RADIUS) WHOLESALE DRUG MERCHANTS' EMPLOYEES.—PARTIAL EXEMPTION.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Christchurch (Five-miles Radius) Wholesale Druggists' Employees' award, dated the 18th day of February, 1935, and recorded in Book of Awards, Vol. XXXV, p. 115.

Friday, the 7th day of June, 1935.

UPON reading the application of Fairbairn, Wright, and Co. to have its name struck out from the list of parties to the Christchurch (Five-miles Radius) Wholesale Druggists' Employees' award, dated the 18th day of February, 1935, and recorded in Book of Awards, Vol. XXXV, p. 115; and upon hearing the duly appointed representative of the said company and the duly appointed representative of the union of workers party to the said award, this Court, in pursuance and exercise of the power reserved to it by the said award, doth hereby order as follows:—

1. That so long as Fairbairn, Wright, and Co. continues its present practice of giving its employees a week's annual holiday it is hereby exempted from the observance of the following holidays mentioned in clause 10 of the award—viz., 3rd January and Easter Tuesday.

2. That this order shall operate and take effect as from the day of the date hereof.

[L.S.]

E. PAGE, Judge.