

CANTERBURY **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 Christchurch Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Canterbury Drug Co., Ltd., 287 St. Asaph Street, Christchurch.
Dental and Medical Supply Co., Ltd., 187 Hereford Street, Christchurch.

Dominion Dental Supplies, Ltd., 90 Hereford Street, Christchurch.

Early Bros. Trading Co., Ltd., 202 Hereford Street, Christchurch.

Fairbairn, Wright, and Co., 125 Lichfield Street, Christchurch.
Kempthorne, Prosser, and Co.'s N.Z. Drug Co., Ltd., 136 High Street, Christchurch.

Law's Scientific and Manufacturing Co., 124 Lichfield Street, Christchurch.

Owen, W. B., Ltd., 779 Colombo Street, Christchurch.

Peryer, N. M., Ltd., 157 Hereford Street, Christchurch.

Sharland and Co., Ltd., 113 Lichfield Street, Christchurch.

Steele Chemical Proprietary, Ltd., 186 Oxford Terrace, Christchurch.

Stevens, H. F., Ltd., 103-105 Worcester Street, Christchurch.

Sunola Laboratories, Ltd., 215 Waltham Road, Christchurch.

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 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 as hereinafter provided and shall continue in force until the 13th day of October, 1939, 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 duly appointed delegate of the Court hath hereunto set his hand, this 13th day of October, 1938.

[L.S.]

J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed Delegate
of the Court of Arbitration.

SCHEDULE.

Industry to which Award applies.

1. This award shall apply to wholesale druggists and to manufacturers of medicinal preparations.

Hours of Work.

2. Except in the case of travellers, the ordinary hours of work shall be not more than forty per week, and shall be worked between the hours of 8 a.m. and 5 p.m., Monday to Friday inclusive. Town travellers shall not be required to work on Saturday morning without payment of overtime.

Overtime.

3. Except in the case of travellers, all work done in excess or outside of the hours mentioned in clause 2 hereof shall be overtime, and shall be paid for at the rate of time and a half for the first three hours in any one day and double time thereafter. These rates shall apply to work done by town travellers on Saturday mornings.

Interpretation.

4. (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 apply also to workers manufacturing medicinal preparations or engaged in the drug department, 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 5 accordingly, being treated as having commenced in the warehouse at the age he commenced as a message-boy.

Wages.

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

	Per Week.		
	£	s.	d.
For the first six months	1	0	0
For the second six months	1	5	0
For the third six months	1	10	0
For the fourth six months	1	15	0
For the fifth six months	2	0	0
For the sixth six months	2	5	0
For the seventh six months	2	10	0
For the eighth six months	2	15	0
For the fifth year	3	0	0
For the sixth year	3	15	0

Provided, however, that on reaching the age of twenty-one a worker shall be paid not less than the basic wage for the time being in force.

Thereafter the rate herein provided for senior workers in the department in which the worker is employed :—

	Per Week.		
	£	s.	d.
Manufacturing Department—			
First assistant	5	10	0
Second assistant	5	0	0
Other senior workers with at least six years' experience	4	12	6
Drug Department—			
First assistant	5	7	6
Second assistant	4	17	6
Other senior workers with at least six years' experience	4	15	0
Warehouse—			
First salesman or senior worker in charge	5	7	6
Other senior workers with at least six years' experience	4	15	0
Travellers: Town and country travellers (plus travelling-expenses)	5	12	6

Travellers.

6. Town and country travellers shall be exempt from clauses 2, 3, and 4 of this award.

Casuals.

7. Casual hands may be employed at work covered by this award, but shall be paid 20 per cent. additional to the above rates. A casual" is a worker employed for less than one week.

Proportion.

8. 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 workers receiving at least £4 12s. 6d. per week.

Holidays.

9. The following shall be observed as full holidays: The period from the 25th December to the 3rd January (both days inclusive), and from Good Friday to Easter Tuesday (both days inclusive), with Labour Day, Show Day, the King's Birthday, and Anzac Day in addition.

Notice of Overtime and Tea-money.

10. (a) Wherever possible, notice shall be given prior to noon to any employee required to work overtime, and, provided such employee when working the 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 employer and the worker concerned, and in such case, provided the assistant cannot reasonably get home for a meal, 2s. tea-money shall be allowed.

Terms of Engagement.

11. (a) Except in the case of casual workers the employment shall be a weekly one. Deductions may be made from the weekly wages of any worker for time lost through the worker's sickness, accident, or default, or his voluntary absence from work with the consent of the employer.

(b) Not less than seven days' notice shall be given by either party of the termination of the employment except in the case of casual hands, but nothing in this clause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

Payment of Wages.

12. Wages shall be paid at such intervals, not exceeding one month, as may be mutually agreed between the employer and his employees. In the absence of any agreement, wages shall be paid fortnightly. Wages shall be paid on any day not later than Thursday of the pay-week.

References.

13. (a) Each employee on leaving or being discharged from his employment shall be given, on request, a reference in writing stating the position held and the length of service.

(b) Original references shall be the property of the employee and shall be returned on request.

Transfer of Workers.

14. Any firm transferring a worker, except at his own request, from one town to another shall pay such worker's fare (first-class rail, boat, or motor service), and shall pay the cost of transferring the worker's furniture and effects if the worker nominates to transfer same.

Matters not provided for.

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

Workers to be Members of Union.

16. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake its.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one year, and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

17. (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.

Application of Award.

18. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when the award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award.

19. This award shall operate throughout the Canterbury Industrial District.

Term of Award.

20. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of August, 1938, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 13th day of October, 1939.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the duly appointed delegate of the Court hath hereunto set his hand, this 13th day of October, 1938.

[L.S.] J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed Delegate
of the Court of Arbitration.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies recommendations arrived at by the assessors in Conciliation Council.

An application by the Dental and Medical Supply Co., Ltd., was refused, as the company was shown to be in competition with other parties bound by the award.

J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed Delegate
of the Court of Arbitration.
