

(10854.) NORTHERN, TARANAKI, WELLINGTON, CANTERBURY, AND OTAGO AND SOUTHLAND OIL-STORES EMPLOYEES.—AWARD.

[Filed in the Office of the Clerk of Awards, Auckland.]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the New Zealand Federated Storemen and Packers and Warehouse Employees' Industrial Association of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Auckland.

- Associated Motorists Petrol Co., Ltd., Oil-merchants, Auckland, C. 1.
 Atlantic Union Oil Co., Ltd., Oil-merchants, Tasman Buildings, Anzac Avenue, Auckland, C. 1.
 British Lubricants, Ltd., Albert Street, Auckland, C. 1.
 British Oils (N.Z.), Ltd., 60 Fort Street, Auckland, C. 1.
 Buckland, J. H., and Co., Ltd., Anzac Avenue, Auckland, C. 1.
 Burt, A. and T., Ltd., Customs Street, Auckland, C. 1.
 Crescent Oil Co., Ltd., 14 Exmouth Street, Auckland, C. 1.
 Dawson, Walter, and Co., Ltd., 67 Customs Street, Auckland, C. 1.
 Dominion Oil Refining Co., Ltd., 6 Stanley Street, Auckland, C. 1.
 Gilmore Oil Co., Ltd. (N.Z.), Oil-merchants, Quay Street, Auckland, C. 1.
 Hayward and Draffin, Ltd., 110 Albert Street, Auckland, C. 1.
 Hope Gibbons, Ltd., Albert Street, Auckland, C. 1.
 Niven, James J., and Co., Ltd., Merchants, Customs Street West, Auckland, C. 1.
 Paterson, A. S., and Co., Ltd., Merchants, Quay Street, Auckland, C. 1.
 Shell Co. of New Zealand, Ltd., Oil-merchants, T. and G. Building, Wellesley Street, Auckland, C. 1.
 Spedding, J. C., Oil-merchants, Quay Street, Auckland, C. 1.
 Speedwell Proprietary, Ltd., Oil-merchants, Queens Arcade, Auckland, C. 1.
 Texas Co. (Aust.), Ltd., Oil-merchants, Jellicoe Street, Auckland, C. 1.
 Turnbull and Jones, Ltd., Oil-merchants, Wellesley Street East, Auckland, C. 1.
 Vacuum Oil Co. (Pty.), Ltd., Oil-merchants, 41 Albert Street, Auckland, C. 1.
 Wakefield, C. C., and Co., Ltd., Oil-merchants, Anzac Avenue, Auckland, C. 1.
 Wright, Stephenson, and Co., Ltd., Merchants, Beach Road, Auckland, C. 1.

Gisborne.

- Clare and Clare, Quay Street, Gisborne.
 Dalgety and Co., Ltd., Gisborne.
 New Zealand Loan and Mercantile Agency Co., Ltd., Gisborne.
 Tokomaru Farmers' Co-operative Co., Tokomaru Bay.

Taranaki.

Associated Motorists Petrol Co., Ltd., Stratford.
 Shell Co. of New Zealand, Ltd., Oil-merchants, New Plymouth.
 Texas Co. (Aust.), Ltd., Oil-merchants, New Plymouth.
 Vacuum Oil Co. (Pty.), Ltd., Oil-merchants, New Plymouth.

Wellington.

Abraham and Williams, Ltd., Palmerston North.
 Andrews, O., Palmerston North.
 Anglo Petroleum Co., Wakefield Street, Wellington.
 Associated Motorists Petrol Co., Ltd., 110-116 Courtenay Place,
 Wellington.
 Atlantic Union Oil Co., Ltd., Oil-merchants, Mercer Street,
 Wellington.
 Barraud and Abraham, Ltd., Palmerston North.
 Barry Bros., Port Ahuriri, Napier.
 Burgess, Adam, Palmerston North.
 Dalgety and Co., Ltd., Wellington.
 Emulsified Asphalt (N.Z.), Ltd., Abel Smith Street, Wellington.
 Farmers' Co-operative Distributing Co., Ltd., Feilding.
 Farmers' Union Trading Co., Taihape.
 Gilmore Oil Co. (N.Z.), Ltd., 22 Customhouse Quay, Wellington.
 Goldingham and Beckett, and Co., Ltd., 276 Wakefield Street,
 Wellington.
 Hodder and Tolley, Ltd., Palmerston North.
 Levin and Co., Ltd., Wellington.
 Moore, Wilson, and Co., Ltd., 18-20 Lorne Street, Wellington.
 National Dairy Association Co., Ltd., Thorndon Quay, Wellington.
 New Zealand Loan and Mercantile Co., Ltd., Featherston Street,
 Wellington.
 Paterson, A. S., and Co., Ltd., 4 Cuba Street, Wellington.
 Reid and Reid, 18-20 Harris Street, Wellington.
 Restar Ltd., National Bank Buildings, Featherston Street,
 Wellington.
 Shell Co. of New Zealand, Ltd., Customhouse Quay, Wellington.
 Texas Oil Co. (Aust.), Ltd., D.I.C. Building, Lambton Quay,
 Wellington.
 Vacuum Oil Co. (Pty.), Ltd., T. and G. Building, Lambton Quay,
 Wellington.
 Wakefield, C. C., and Co., Ltd., Marion Street, Wellington.
 Williams and Kettle, Ltd., Napier.
 Wright, Stephenson, and Co., Ltd., Customhouse Quay, Wellington.

Canterbury.

Associated Motorists Petrol Co., Ltd., 151 Worcester Street,
 Christchurch.
 Atlantic Union Oil Co., Ltd., Oil-merchants, Commerce Building,
 187 Hereford Street, Christchurch.
 Gilmore Oil Co., Ltd. (N.Z.), 143 Hereford Street, Christchurch.
 McMeeking and Co., Ltd., Oil Merchants, Timaru.
 Shell Co. of New Zealand, Ltd., Oil-merchants, A.M.P. Buildings,
 Cathedral Square, Christchurch.
 Speedwell Oil Accessories, Ltd., 24 Bath Street, Christchurch.
 Texas Co. (Aust.), Ltd., Oil-merchants, 82 Hereford Street,
 Christchurch.

Vacuum Oil Co. (Pty.), Ltd., Oil-merchants, 136A Worcester Street, Christchurch.
 Wakefield, C. C., and Co., Ltd., Oil-merchants, 53 Hereford Street, Christchurch.

Otago and Southland.

Associated Motorists Petrol Co., Ltd., Moray Place, Dunedin.
 Associated Motorists Petrol Co., Ltd., Invercargill.
 Big Tree Oil Co., Ltd., Crawford Street, Dunedin.
 Carter, Desmoulins, Ltd., Oil-merchants, 34 Water Street, Dunedin.
 Shell Co. of New Zealand, Ltd., Oil-merchants, Crawford Street, Dunedin.
 Shell Co. of New Zealand, Ltd., Invercargill.
 Spencer and Dunkley, Ltd., Carriers, Vogel Street, Dunedin.
 Stevenson, M., Ltd., Carriers, Tewsley Street, Dunedin.
 Texas Co. (Aust.), Ltd., Queen's Building, Princes Street, Dunedin.
 Texas Co. (Aust.), Ltd., Invercargill.
 Vacuum Oil Co. (Pty.), Ltd., Oil-merchants, Bond Street, Dunedin.
 Vacuum Oil Co. (Pty.), Ltd., Invercargill.

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 as hereinafter provided, and

shall continue in force until the 5th day of July, 1936, 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 7th day of August, 1935.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. (a) Forty-four hours shall constitute an ordinary week's work. The ordinary hours of work shall be eight each day on five days of the week, to be worked continuously except for the usual meal-hour between the hours of 7 a.m. and 5 p.m., and four hours on the day of the statutory half holiday, to be worked between the hours of 7 a.m. and 12.30 p.m. One hour shall be allowed for dinner each day, except on the day of the statutory half holiday, but may by mutual agreement between the employer and the majority of his workers be less than one hour. The tea-hour shall be given not later than 6 p.m.

(b) No worker shall be employed for more than five hours without an interval for a meal of not less than half an hour.

(c) Any worker required to commence work before 6 a.m. shall be allowed half an hour for breakfast between 7 a.m. and 9.30 a.m.

Wages.

2. The following shall be the minimum rates of wages to be paid, viz.:-

	Per Week.		
	£	s.	d.
Storemen	3	18	9
Storemen in charge of two or more men other than casuals	4	1	6
Head storemen substantially employed at manual labour	4	6	9
Casual workers' rates 1s. 10½d. per hour.			

Employment of Youths.

3. (a) Youths may be employed at not less than the following rates of wages:-

	Per Week.		
	£	s.	d.
Under seventeen years of age	0	15	0
Seventeen to eighteen years	1	0	0
Eighteen to nineteen years	1	7	6
Nineteen to twenty years	1	15	0
Twenty to twenty-one years	2	2	6

(b) The proportion of youths shall be not more than one to every three adult workers or fraction of three.

(c) Youths who are called upon to do stacking of case oils or any other article of a weight exceeding 90 lb. shall be paid casual workers' rates while so employed.

General Conditions.

4. (a) A "casual worker" is an employee who is engaged by the hour.

(b) Any casual worker employed up to 5 p.m. on any day, unless notified of the termination of his employment, shall, upon attending next day, be entitled to at least one hour's work or pay in lieu thereof.

(c) Any casual worker shall be entitled to one hour's notice of the termination of his employment.

(d) All permanent hands, after twelve months' continuous service, shall be granted an annual holiday of one week on full pay.

(e) A "permanent hand" is a weekly employee, and not less than one week's written notice shall be given by either party of the termination of the employment.

(f) Wages shall be paid weekly, not later than Friday, and during ordinary working-hours, except in the case of the termination of the employment, when all wages due shall be paid immediately upon discharge. If any worker leaves of his own accord an order upon the city office shall be deemed to be sufficient.

(g) The normal method of stacking cases in tiers four high shall be observed, unless special circumstances justify the adoption of other methods.

(h) Time lost by any worker through his sickness, or default, or through accident to the worker not arising out of and in the course of his employment, may be deducted from his wages.

(i) An employer, by mutual arrangement with the workers employed in a particular establishment, may agree that such workers shall be rationed, provided they have been employed continuously for a period of not less than seven consecutive days immediately preceding the commencement of any stand-down period. Workers shall not be stood down for a period of less than seven days, except in exceptional cases; a worker may be brought back to work before the expiration of the said seven days. Forty-eight hours' notice of intention to ration the employment, or to alter the mode of rationing, shall be given to the worker concerned.

Overtime.

5. (a) Time worked outside or in excess of the hours prescribed in clause 1 hereof shall be considered overtime, and shall be paid for at the rate of time and a half.

(b) When an employee is ordered back to work overtime after 6 p.m. or after 1 p.m. on the day of the statutory half holiday, a minimum of two hours shall be paid for.

(c) The provisions of the preceding subclauses shall not apply to watchmen who are employed by the week.

Tea-money.

6. When workers are ordered back to work after 6 p.m. or after 1 p.m. on the day of the statutory half holiday, the employer shall provide meals or pay each worker 1s. 3d., unless such worker has been notified on the previous day that he will be required to work overtime.

Holidays.

7. (a) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and Anniversary Day. Within a radius of ten miles of the Chief Post-office, Christchurch, Show Day shall be substituted for Anniversary Day.

(b) All work done on Sundays, Anzac Day, Good Friday, or Christmas Day shall be paid for at double time rates, and all work done on any of the other specified holidays, or on any day observed in lieu thereof, shall be paid for at the rate of time and a half. Such payment in the case of permanent hands shall be in addition to their ordinary weekly wage.

Preference.

8. (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 three 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. 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 23rd day of November, 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, 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.

Under-rate Workers.

9. (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.

Overalls.

10. Employers shall provide all workers engaged skipping grease and lubricating oil and filling containers with bituminous emulsion with canvas aprons or overalls, which shall remain the property of the employer. On completion of the work the same shall be returned to the foreman in charge.

Accommodation.

11. The employer shall provide suitable sanitary conveniences, and facilities in which workers may change their clothes and take their meals.

First Aid.

12. A suitable first-aid medical outfit shall be provided and maintained in all stores, and shall be at all times accessible to each worker employed.

Disputes.

13. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith, and not specifically dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman, to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliator Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Shifts.

14. When shifts are worked outside the hours prescribed in clause 1 hereof, eight hours shall constitute the shift and forty-eight hours the week's work, for which payment shall be made at the rate of £4 9s. 3d. per week. All time worked in excess of the shift shall be paid for at the rate of time and a half. A crib-time of half an hour shall be allowed in each eight-hour shift without deduction from the worker's pay. This clause shall apply only when a full week's shift is worked. The working of shifts shall be confined to any process that requires continuity of operation.

Application of Award.

15. This award shall not apply to head storemen or depot-keepers unless they are substantially employed at work coming within the scope of this award. A storeman or packer shall, for the purpose of this award, be a man engaged in the work of receiving, stacking, storing, packing, delivering, or handling in any way whatsoever oil or grease in tins, barrels, cases, or in bulk, or any other merchandise incidental to the business of an oil-merchant in or in connection with an oil or grease store.

Watchmen.

16. The provisions of this award shall be modified in so far as watchmen are concerned in the manner following:—

(1) Two classes of watchmen shall be recognized—(a) Workers employed exclusively as watchmen; (b) workers substantially employed as watchmen but who are required to perform other duties outside the ordinary scope of a watchman's duties other than the dipping of storage-tanks and the filling of distribution-tanks of bulk wagons.

(2) The hours of work of watchmen may comprise seven shifts per week, and be so regulated over night and/or day to suit the exigencies of the establishment, but the ordinary hours of work shall not exceed 120 hours per fortnight. All time worked in excess of 120 hours per fortnight shall be paid for at time and a quarter for the first four hours and time and a half thereafter: Provided that in establishments working watchmen on three shifts the ordinary working-hours may be worked in accordance with the foregoing, or otherwise arranged by agreement between the local union and the employer.

(3) The rates of wages for permanent watchmen shall be not less than—Class (a) £4 1s. 6d.; class (b) £4 6s. 9d. per week. For the purpose of computing broken time on an hourly basis sixty hours shall be regarded as a week's work.

(4) The rates of wages for casual watchmen of either class employed for less than seven consecutive shifts shall be not less than the following:—

- (i) Sundays, Christmas Day, and Good Friday: Classes (a) and (b), 2s. 2d. per hour.
- (ii) Other award holidays: Classes (a) and (b), 2s. 1d. per hour.
- (iii) Other days: Class (a), 1s. 8d. per hour; class (b), 1s. 9d. per hour.

All time worked by casual watchmen in excess of ten consecutive working-hours or sixty hours in any one week shall be paid for at time and a quarter rates for the first four hours and time and a half thereafter.

(5) In lieu of extra payment for Sunday or holiday work, permanent watchmen shall be granted fourteen consecutive days' holiday on full pay on completion of twelve months' continuous service.

Scope of Award.

17. This award shall operate throughout the Northern, Taranaki, Wellington, Canterbury, and Otago and Southland Industrial Districts.

Term of Award.

18. This award, in so far as it relates to wages, shall be deemed to have come into force on the 5th day of July, 1935, 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 5th day of July, 1936.

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 7th day of August, 1935.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matters referred to the Court related to under-rate workers and the date of the coming into force of the award. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

E. PAGE, Judge.

(10920.) NORTHERN, TARANAKI, WELLINGTON, CANTERBURY,
AND OTAGO AND SOUTHLAND OIL-STORES EMPLOYEES.—
STRIKING OUT PARTIES FROM AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Northern, Taranaki, Wellington, Canterbury, and Otago and Southland Oil-stores Employees' award, dated the 7th day of August, 1935, and recorded in Book of Awards, Vol. XXXV, p. 825.

Wednesday, the 6th day of November, 1935.

UPON reading the application of the undermentioned companies to be struck out from the list of parties to the Northern, Taranaki, Wellington, Canterbury, and Otago and Southland Oil-stores Employees' award, dated the 7th day of August, 1935, and recorded in Book of Awards, Vol. XXXV, p. 825, which application was filed herein on the 16th day of October, 1935; and upon hearing the duly appointed representatives of the undermentioned companies and the association of workers party to the said award, this Court, in pursuance and exercise of the powers conferred upon it by section 92 (1) (a) of the Industrial Conciliation and Arbitration Act, 1925, and of every other power in that behalf thereunto enabling it, doth hereby order as follows:—

1. That the names of—

Burt, A. and T., Ltd., Customs Street, Auckland, C. 1.

Dawson, Walter, and Co., Ltd., 67 Customs Street,
Auckland, C. 1.

be and they are hereby struck out from the list of parties to the said award.

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

[L.S.]

E. PAGE, Judge.