CANTERBURY INDUSTRIAL DISTRICT.

(10734.) CANTERBURY CHAIN GROCERY STORE MANAGERS.— AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT. 1913.

This agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 17th day of January, 1935, between the Christchurch Chain Store Grocery Managers' Industrial Union of Workers (hereinafter referred to as the Workers' Union), and the following (hereinafter referred to as the employers), Self Help Co-op., Ltd., Star Stores (South Island), Ltd., Tucks Ltd., and the Christchurch Chain Grocery Stores Industrial Union of Employers, witnesseth that it is hereby mutually agreed and declared between the workers' union and

the employers as follows:-

That, as between the parties hereto, the terms, conditions, and provisions contained in the agreement dated the 17th day of January, 1934, shall cease to operate from the 17th day of January, 1935, and thereafter the terms, conditions, and provisions herein contained shall be binding upon the said parties, and the said terms, conditions, and provisions herein contained shall be deemed to form part of this agreement, and further the said parties shall respectively do, observe, and perform every matter and thing by this agreement 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 agreement.

SCHEDULE.

Hours of Work.

1. The hours of work of branch managers shall be forty-eight per week in accordance with the provisions of the Shops and Offices Act, 1921–22.

Wages.

2. The minimum wages for branch managers shall be not less than 10s. per week higher than the wages for senior grocers' assistants fixed by any award of the Court of Arbitration for the time being current in the Canterbury Industrial District, with an additional 5s. per week for such branch managers as are capable of dressing windows and writing tickets for the stores of which they are in charge.

Overtime.

- 3. (a) Twelve hours' overtime may be worked by branch managers during each quarterly period without extra payment.
- (b) Overtime in excess of twelve hours in each quarterly period shall be paid for at the rate of 3s. 6d. per hour.
- (c) Overtime will not be paid to branch managers for time worked when taking an interim stocktaking when such stocktaking has been occasioned by a stock loss at a shop in which the branch manager is responsible and such time shall not be taken into account as part of the quarterly allowance of twelve hours.

Annual Holiday.

- 4. (a) Store or branch managers shall be entitled to two weeks' holiday on full pay for each year of service. Such holiday to be taken at a time to be mutually arranged between the manager and the employer.
- (b) In the event of a manager leaving his employment or being discharged for a reason other than misconduct after having served six months, he shall be entitled to a proportionate payment in lieu of holiday.

Holidays.

5. (a) The following shall be the recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Saturday (except in the Boroughs of Sumner and New Brighton), Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Show Day, Christmas Day and Boxing Day, and the Saturday set aside for the Grocers' Annual Pienic if a pienic is held.

Within a radius of five miles from the Chief Post-office, Timaru, Show Day shall be observed as a half-holiday only.

In the Boroughs of Sumner, New Brighton, and Lyttelton, and in the country districts beyond a radius of ten miles from the Chief Post-office, Christchurch, another day may be substituted for the day set apart for the annual picnic.

(b) Should any of the above holidays fall on a Sunday, then for the purposes of this agreement such holiday shall be observed on the following Monday. Should the said Monday be a holiday under this agreement, then such holiday shall be observed on the following Tuesday.

Payment of Wages.

6. Wages shall be paid in full each week. No deduction shall be made from weekly wages except for time lost through default or sickness.

Termination of Employment.

7. Except in the case of casual employees one week's notice of the termination of the employment shall be given by each party unless otherwise agreed upon in writing by the employer and the individual worker, but this shall not affect the employer's right to dismiss an employee without notice for misconduct or other good cause.

Wages and Time Book.

8. A wages and time book shall be kept in accordance with section 12 of the Shops and Offices Act, 1921–22.

Disputes Committee.

9. The essence of this agreement being that the work of the employer shall always be carried on without interruption, if any dispute shall arise between the parties to this agreement, incidental to or arising out of the interpretation of the agreement, it shall be referred for settlement to a committee consisting of two representatives of the guild and two representatives of the employers, who may, in the event of their failing to agree, appoint an arbitrator whose decision shall be final and binding upon the parties.

Membership of Workers' Union.

10. Every manager of a store or branch store shall upon his first appointment resign his membership of any other industrial union of workers, and shall within seven days become a member of the Christchurch Chain Grocery Store Managers' Industrial Union of Workers.

Scope of Agreement.

11. This agreement shall be binding only upon the parties hereto, and upon such other parties as may be subsequently added with the consent of the original parties.

Term of Agreement.

12. This agreement shall come into force on the 17th day of January, 1935, and shall remain in force until the 30th day of June, 1936.

For and on behalf of the Christchurch Chain Store Grocery Managers' Industrial Union of Workers—

Albert Geo. Simmonds, President. W. J. Clark, Secretary.

For and on behalf of the above-mentioned employers—Star Stores (South Island), Ltd.,

D. G. Bell, Director. S. W. Donald, Director.

For and on behalf of Tucks Ltd.—

W. Tuck, Director.

Self Help Co-op., Ltd.—

B. SUTHERLAND, Director.

Note.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Christchurch, pursuant to section 8 (1) of the said Act, on the 19th day of January, 1935.