

OTAGO AND SOUTHLAND **RETAIL CHEMISTS' ASSISTANTS—**  
**AWARD**

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Dunedin Retail Chemists' Assistants' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Boots, The Chemists (N.Z.), Ltd., 192 Princes Street, Dunedin.
- Cameron's Central Pharmacy, Ltd., 102 Princes Street, Dunedin.
- Kinder, Wm., and Co., Ltd., 83 Thames Street, Oamaru.
- Lane's Pharmacy, 147 Thames Street, Oamaru.
- McNaughton, Allan G., 31 Dee Street, Invercargill.
- Pollok's Pharmacy, 12 Tay Street, Invercargill.
- Sprosen, H. L., Ltd., cnr. Octagon and George Street, Dunedin.
- Stark's Grand Pharmacy, 124 High Street, Dunedin.
- Stewart's Pharmacy, 81 Dee Street, Invercargill.

United Friendly Societies Dispensary, 76 Tay Street, Invercargill.  
 United Friendly Societies Dispensary, Princes Street, Dunedin.  
 United Friendly Societies Dispensary, 215 Thames Street, Oamaru.  
 Wilkinson and Son, 167 Princes Street, Dunedin.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 24th day of November, 1950 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 24th day of November, 1949.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Application of Award*

1. (a) This award shall apply to the trade or business of retail chemists.

(b) 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 this 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.

(c) Nothing in this award shall apply to clerks, cashiers, or any other persons solely engaged in the office-work of the employer and not engaged in the work of the shop in any capacity.

(d) Nothing in this award shall apply to managers other than relieving managers.

#### *Definitions*

2. (a) A "manager" is a registered chemist who is legally enrolled as the manager of a pharmacy.

(b) A "relieving manager" is a registered chemist who is employed to take charge of a pharmacy during the absence of the enrolled manager or occupier.

(c) A "qualified assistant" is a person who, being twenty-one years of age or over, has obtained from the Pharmacy Board a certificate of competency as a pharmaceutical chemist pursuant to the provisions of subsection (1) (a) of section 11 of the Pharmacy Act, 1939, or is the holder of a recognized certificate granted out of New Zealand, as defined in subsection (2) of the same section.

(d) An "unqualified assistant" is a person who has served four years as an apprentice to a registered chemist keeping open shop or dispensary for the compounding and dispensing of prescriptions.

(e) A "casual worker" is a worker employed for a period of less than two consecutive weeks.

(f) An "apprentice" is a person registered as an apprentice under the Pharmacy Act, 1939, and its amendments.

(g) No person other than those referred to in this clause shall be engaged in the compounding of medicines.

*Hours of Work*

3. (a) The weekly hours shall be forty, and shall be worked in accordance with the Shops and Offices Act, 1921-22, and its amendments: Provided the daily hours shall not exceed eight per day on four days of the week and ten hours on one day of the week.

(b) One hour shall be allowed for dinner each day.

*Closing of Shops*

4. (a) In exercise of the powers vested in the Court by the Shops and Offices Act, 1921-22, it is ordered that all shops carrying on the trade or business as defined in clause 1 (a) of this award within the combined district of Dunedin and the combined district of Invercargill (as defined by section 13 of the said Act) respectively shall be closed at the hour of 5.30 p.m. on four working-days of the week, at the hour of 9 p.m. on one working-day of the week, and for the whole of one working-day of the week.

(b) All such shops shall be closed for the whole of the day of any holiday prescribed by this award.

(c) Nothing in this clause shall apply to the all-night pharmacies conducted by the Associated Chemists at Dunedin and Invercargill.

*Wages*

5. (a) The following shall be the minimum rates of wages:—

		Per Week.		
		£	s.	d.
(i) Managers (relieving)	.. ..	10	5	0
(ii) Assistants—				
Qualified assistants	.. ..	9	0	0
Unqualified assistants—				
Under 21 years of age	.. ..	5	19	0
21 years of age and under	22			
years of age	.. ..	7	9	0
22 years of age and under	23			
years of age	.. ..	7	17	6
23 years of age	.. ..	8	7	0

(b) Casual workers shall be paid not less than 5s. per hour in the case of qualified assistants and 4s. 7d. per hour in the case of unqualified assistants.

(c) (i) Relieving assistants' or relieving managers' travelling-expenses shall be paid in addition to wages if employed outside a radius of five miles from the chief post-office in any town.

(ii) Any such assistant or manager who is required to live away from his permanent home shall receive a board allowance of £2 15s. per week, or the employer may provide board and lodging in lieu thereof.

(d) Any worker employed in a chemist's shop other than those referred to in subclauses (a), (b), (c), (d), (e), and (f) of clause 2 or in subclause (e) of this clause shall be paid not less than the following rates of wages:—

(i) Under 15 years of age—	Males.			Females.		
	Per Week.			Per Week.		
	£	s.	d.	£	s.	d.
First six months ..	1	8	0	1	8	0
Second six months ..	1	13	6	1	13	6
Third six months ..	2	0	0	2	0	0
Fourth six months ..	2	7	6	2	6	0
Fifth six months ..	2	14	0	2	11	6
Sixth six months ..	3	1	0	2	17	0
17 years of age and under 18 years ..	3	8	0	3	4	0
18 years of age and under 19 years ..	3	17	6	3	7	6
19 years of age and under 20 years ..	4	9	6	3	15	0
20 years of age and under 21 years ..	5	2	6	4	0	6
21 years of age and under 22 years ..	6	6	2	4	11	6
22 years of age and under 23 years ..	6	19	11	4	17	0
23 years of age and over ..	7	17	4	5	5	0

(ii) Where the worker enters or has entered on the duties of a shop-assistant without previous experience—

Between the ages of 15 and 16 years—	Males.			Females.		
	Per Week.			Per Week.		
	£	s.	d.	£	s.	d.
During the first six months' experience ..	1	8	0	1	8	0
During the second six months' experience ..	1	13	6	1	13	6
During the third six months' experience ..	2	0	0	2	0	0
During the fourth six months' experience ..	2	7	6	2	6	0
During the fifth six months' experience ..	2	15	0	2	11	6
During the sixth six months' experience ..	3	4	0	2	17	0
And thereafter in accordance with paragraph (i) of this subclause.						

Between the ages of 16 and 17 years—

	Males			Females		
	Per Week.			Per Week.		
	£	s.	d.	£	s.	d.
During the first six months' experience .. ..	1	15	0	1	12	6
During the second six months' experience .. ..	2	0	6	1	18	6
During the third six months' experience .. ..	2	7	6	2	4	0
During the fourth six months' experience .. ..	2	14	6	2	10	0
During the fifth six months' experience .. ..	3	4	0	2	16	0
During the sixth six months' experience .. ..	3	14	6	3	2	6
And thereafter in accordance with paragraph (i) of this subclause.						

Between the ages of 17 and 18 years—

During the first six months' experience .. ..	2	0	6	1	16	6
During the second six months' experience .. ..	2	8	0	2	2	0
During the third six months' experience .. ..	2	17	0	2	8	0
During the fourth six months' experience .. ..	3	6	6	2	14	0
During the fifth six months' experience .. ..	3	17	6	3	0	6
During the sixth six months' experience .. ..	4	11	0	3	7	6
And thereafter in accordance with paragraph (i) of this subclause.						

Between the ages of 18 and 19 years—

During the first six months' experience .. ..	2	18	0	2	2	0
During the second six months' experience .. ..	3	6	6	2	9	0
During the third six months' experience .. ..	3	17	6	2	16	0
During the fourth six months' experience .. ..	4	7	0	3	2	6
And thereafter in accordance with paragraph (i) of this subclause.						

Between the ages of 19 and 21 years—	Males			Females		
	Per Week.			Per Week.		
	£	s.	d.	£	s.	d.
During the first six months' experience .. ..	3	8	0	2	9	0
During the second six months' experience .. ..	3	17	6	2	16	0
During the third six months' experience .. ..	4	7	0	3	2	6
During the fourth six months' experience .. ..	5	2	6	3	12	0
And thereafter in accordance with paragraph (i) of this subclause.						

(e) (i) Storemen, packers, and porters employed in a chemist's shop shall be paid not less than the following rates of wages:—

	Per Week.		
	£	s.	d.
Under 16 years of age .. ..	1	13	0
16 to 16½ years of age .. ..	1	19	6
16½ to 17 years of age .. ..	2	6	0
17 to 17½ years of age .. ..	2	13	6
17½ to 18 years of age .. ..	3	0	0
18 to 19 years of age .. ..	3	11	6
19 to 20 years of age .. ..	4	5	6
20 to 21 years of age .. ..	5	2	6
Thereafter .. ..	7	5	2

(ii) Lift attendants employed in a chemist's shop shall be paid not less than £6 14s. 8d. per week: Provided that any female lift attendant employed on the coming into operation of this award may continue in her present employment as long as she is paid not less than £4 14s. 6d. per week.

(NOTE.—Attention is drawn to the provisions of the Minimum Wage Act, 1945.)

#### *Apprentices—Terms of Apprenticeship*

6. (a) If any employer takes an apprentice, articles of apprenticeship as required by the Pharmacy Act, 1939, shall be entered into, and, in addition to such provisions as may be mutually agreed upon and not inconsistent with the provisions hereinafter set forth, shall contain the following provisions.

(b) The period of apprenticeship shall be four years.

(c) The minimum weekly rates of wages payable to apprentices shall be the undermentioned percentages of the minimum weekly rate of wages for qualified assistants:—

	Per Cent.
For the first six months .. ..	30
For the second six months .. ..	36
For the third six months .. ..	42
For the fourth six months .. ..	48
For the fifth six months .. ..	54
For the sixth six months .. ..	62
For the seventh six months .. ..	70
For the eighth six months .. ..	78

(d) An apprentice who, during his apprenticeship, passes an examination in Section C of the Standard Examination of the Pharmacy Board, shall be paid thereafter until the end of the apprenticeship at the rate of not less than 10s. per week in addition to the ordinary rate.

(e) Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice, he shall endorse his articles as to the time served, and, if the apprentice requires it, procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligation of the original employer: Provided that it shall not be necessary for an employer to find the apprentice another employer if he so misconducts himself as to entitle the employer to discharge him: Provided, also, that in no case shall any employer be entitled to finally discharge an apprentice without the prior consent in writing of the Pharmacy Board.

(f) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to an employer willing to undertake the responsibility of teaching him.

(g) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Awards within one week after the expiration of the period of probation, and an employer transferring an apprentice shall similarly within one week thereof give notice of such transfer to such Inspector.



(h) When the apprentice is discharged for any cause the employer shall send notice of the discharge and of the cause thereof to the Inspector of Awards, who shall notify the secretary of the union.

(i) All time lost by an apprentice through his own default or through sickness in any year of his apprenticeship shall be made up before such apprentice shall be considered as having entered upon the next succeeding year of his apprenticeship, or, if such time is lost in the fourth year of his apprenticeship, such time shall be made up before the apprenticeship shall be deemed to be completed.

(j) An employer shall not be bound to pay an apprentice for time lost through the default of the apprentice or by his voluntary absence from work without the consent of the employer.

(k) All apprentices shall be allowed, without deduction from pay, one half-day (of four hours) off per week during working-hours to attend classes at the Pharmacy College or such other University, college, or school as is approved by the Pharmacy Board.

(l) The number of apprentices (exclusive of apprentices who for the time being have less than six months to serve under articles of apprenticeship) employed by any pharmacy or dispensary shall not exceed:—

(i) Where only one qualified pharmacist is engaged in the dispensary, not more than one apprentice.

(ii) For every two additional qualified pharmacists so engaged, one additional apprentice.

(m) All holidays provided for in this award which are taken by an apprentice shall be deemed to be time served under his articles of apprenticeship, reckoning eight hours for any one day. Time worked on such holidays shall be added to time deemed to have been served.

(n) All other provisions of this award which are not in conflict with the provisions hereof relating to apprentices shall apply to apprentices.

(o) All existing articles of apprenticeship in force at the time of the coming into operation of this award shall be read subject to this award and shall be deemed to be modified accordingly.

#### *Terms of Employment*

7. (a) The employment shall be deemed to be a weekly employment except in the case of casuals, and no deduction from the weekly wage shall be made except for time lost through sickness or default of the worker.

(b) Seven days' notice shall be given to terminate an engagement, except in the case of casual hands or in the case of dismissal for serious misconduct. The period of notice in either case shall be exclusive of the whole or any part of the annual holiday required to be given in pursuance of this award.

#### *Proportion*

8. The proportion of unqualified assistants shall be one to each shop. Additional unqualified assistants may be employed in the proportion of one to each qualified assistant. For the purposes of this clause the employer who is registered and substantially engaged in the business shall be deemed to be a qualified chemist for the computation of the proportion.

#### *Holidays*

9. (a) The following shall be the recognized holidays: New Year's Day, the day following New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b) If any of the above holidays are not generally observed in any district, another holiday may be observed in lieu thereof: Provided that in no case shall the number of holidays be reduced by this clause.

(c) Should any of the above holidays, except Anzac Day, fall on a Saturday or a Sunday, then for the purposes of this award such holidays shall be observed on the following day.

(d) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

#### *Payment for Holidays and Overtime*

10. (a) Except as provided in subclause (b) of this clause, all time worked in any one day in excess of the ordinary hours prescribed in clause 3 shall be paid for at the rate of time and a half for the first three hours and thereafter at double time rates: Provided that the minimum rate of payment shall be 2s. per hour.

Overtime shall be calculated on a daily basis: Provided, however, that, subject to sections 21 and 23 of the Shops and Offices Act, 1921-22, any time worked in excess of forty hours per week shall be paid for at the rate of time and a half.

A worker who is called upon to work overtime shall be paid 2s. 6d. tea-money.

(b) Workers required to work on more than five days in any week shall be allowed double time off within seven days thereafter or be paid for all time so worked at double rates.

(c) Any work done on Sundays or on any of the holidays mentioned in clause 9 or holidays observed in lieu thereof shall be paid for at double rates. The said payments shall be in addition to the ordinary weekly wage.

(d) Nothing in this clause shall apply to any assistant engaged specially to do work in an all-night pharmacy, but assistants employed in such shops shall receive not less than the minimum rates of wages as prescribed by this award.

#### *Payment of Wages*

11. Wages shall be paid in cash not later than Wednesday of each week up to the night preceding the day of payment. Should a holiday fall on the pay-day, then payment shall be made on the working-day previous to the holiday.

#### *Special Uniforms*

12. Where white coats are required by the employer to be worn by workers, the employer shall supply and launder same or, at the option of the employer, pay for same to be laundered.

#### *Wages and Time Book*

13. (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—

- (i) The name of the assistant, together with his age if under twenty-one years of age;
- (ii) The kind of work on which he is usually employed;
- (iii) The hours during which he has actually been employed on each day, showing the starting and finishing time each day;
- (iv) The wages paid on each pay-day, and the date thereof; and
- (v) Such other particulars as are prescribed by regulations.

(b) The entry of the particulars hereinbefore referred to, or a memorandum in writing containing such particulars, shall be signed by the assistant at the time of payment of his wages, and such signature shall operate as a receipt for such payment.

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

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

(b) Original references shall remain the property of the worker and shall be returned within forty-eight hours after engagement.

#### *Right of Entry*

15. The secretary or other authorized representative of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter during working-hours upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

#### *Notification*

16. Employers shall, on request, but not more often than once a month, supply to the secretary of the union a list of names of all workers.

#### *Workers to be Members of Union*

17. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(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*

18. (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.

#### *Scope of Award*

19. This award shall operate throughout the Otago and Southland Industrial District.

*Term of Award*

20. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 25th day of August, 1949, and so far as all other provisions of the award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 24th day of November, 1950.

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 24th day of November, 1949.

[L.S.]

A. TYNDALL, Judge.

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MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.

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