

**CANTERBURY LENDING LIBRARY AND BOOK CLUB  
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 its amendments; and in the matter of an industrial dispute between the Canterbury Amalgamated Shop Assistants' and Related Trades' (other than Grocers', Tobacconists', and Hair-dressers' Assistants) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Booklovers Library, 89 Cathedral Square, Christchurch.  
British Book Club, McKenzie's Arcade, High Street, Christchurch.

Hereford Book Club, 139 Hereford Street, Christchurch.  
Jackson, Mr. A. W., 81 Seaview Road, New Brighton.

London Book Club, Ltd., 86 Worcester Street, Christchurch.

Simpson and Williams, Ltd., 238 High Street, Christchurch.

Sydenham Book Exchange, 397 Colombo Street, Christchurch.

Times Book Club, Ltd., 167 Cashel Street, Christchurch.

Tooth, Mr. W. R., 583 Colombo Street, Christchurch.

Regent Book Clubs, Ltd., Gloucester Street, Christchurch.

United Book Club, 721 Colombo Street, Christchurch.

Universal Lending Library, 71 Manchester Street, Christchurch.

Whitcombe and Tombs, Ltd., 111 Cashel Street, Christchurch.

Timaru Book Club, 221A Stafford Street, Timaru.

Arcade Library, 37 East Street, Ashburton.

Modern Lending Library, High Street, Waimate.

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 1st day of July, 1947, 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 27th day of September, 1945.

[L.S.]

A. TYNDALL, Judge.

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#### SCHEDULE

##### *Industry to which Award applies*

1. This award shall apply to female attendants employed in book clubs and/or lending libraries, other than municipal libraries.

*Classification*

2. (a) Branch Manageress or Worker in Charge: An attendant in charge of or in superintendence of a library or book club or branch thereof (not being temporarily in charge during the absence of the person employed as branch manageress or worker in charge).

(b) Senior: An attendant twenty-two years of age or over.

(c) Junior: An attendant under twenty-two years of age.

*Wages*

3. (a) The minimum rate of wages payable to attendants shall be:—

	Per Week.
	£ s. d.
16 years of age and under .. .. .	1 6 6
16½ years .. .. .	1 11 0
17 years .. .. .	1 15 6
17½ years .. .. .	2 0 0
18 years .. .. .	2 6 0
18½ years .. .. .	2 11 0
19 years .. .. .	3 0 0
20 years .. .. .	3 5 0
21 years .. .. .	3 10 6
22 years and over .. .. .	3 16 0

(b) A worker in charge of an establishment shall be paid in addition to the above rates,—

	Per Week.
	s. d.
With no assistants and up to three assistants .. .. .	10 0
With four assistants and over .. .. .	12 6

*Temporary or Casual Hands*

4. A temporary or casual worker is one employed for less than two consecutive weeks at any engagement. Such workers shall be paid 33½ per cent. increase on usual wage, with a minimum of three hours' payment on any day.

*Regular Part-time Attendants*

5. Regular part-time workers may be employed and shall be paid the same hourly rate for all time worked as is prescribed for senior temporary or casual hands.

*Overtime*

6. (a) All time worked outside or in excess of the ordinary hours prescribed in this award shall be paid for at the rate of time and a half for the first three hours and thereafter

double time rates. Overtime shall be calculated on a daily basis. The minimum rate of payment shall not be less than 1s. 9½d. per hour.

(b) For the purpose of calculating overtime, any overtime under half an hour shall count as half an hour, and if over half an hour but under one hour, as one hour worked.

#### *Notice of Overtime, and Tea-money*

7. (a) Notice shall be given prior to noon on the same day to any worker required to work overtime; and such worker shall be paid 2s. tea-money.

(b) Under exceptional circumstances a shorter notice may be given by mutual arrangement between the worker and the employer concerned, provided that 2s. 6d. tea-money is paid.

(c) The provisions of clause 8 hereof increasing rates of remuneration shall not apply to the tea-money payments provided for in this clause.

#### *Increase in Rates of Remuneration*

8. Except where otherwise provided, all rates of remuneration (which term includes time and piecework rates, overtime, and other special payments) provided for in this award shall be subject to the provisions of the general order dated the 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing all rates of remuneration by an amount equal to 5 per cent. thereof.

#### *Payment of Wages*

9. Wages and overtime shall be paid in cash not later than Thursday 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.

#### *Hours of Employment*

10. (a) The maximum number of hours to be worked in any week shall be forty-four, to be worked between 9.0 a.m. and 5.45 p.m. on four days of the week, between 9.0 a.m. and 9 p.m. on one day of the week, and between 9.0 a.m. and 12 noon on the half-holiday.

One hour shall be allowed for meals.

(b) For the purpose of calculating the hours of work, each of the holidays hereinafter mentioned shall be deemed to be a day worked for the number of hours usually worked on that day of the week, although no work shall have been actually done on such holiday.

### *Weekly Employment*

11. (a) The employment shall be deemed to be a weekly employment, and no deduction from wages shall be made except for the worker's sickness or default or through accident.

(b) Not less than seven days notice shall be given by either party of the termination of the employment; but nothing in this clause shall prevent an employer from summarily dismissing any worker 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*

12. The number of juniors in any lending library or book club shall not exceed two to the first senior and one additional junior to each additional senior. Where any employer carries on the business of more than one lending library or book club, each lending library or book club shall, for the purpose of this award, be deemed to be a separate business. For the purpose of this clause an employer actively engaged in the management of his business may be classified as a senior.

### *Wages and Time Book*

13. (a) The occupier of a lending library or book club in which one or more workers 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 worker—

- (i) The name of the worker, together with her age if under twenty-one years of age;
- (ii) The kind of work on which she is usually employed;
- (iii) The hours during which she 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 entries of the particulars hereinbefore referred to, or a memorandum in writing containing such particulars, shall be signed by the worker at the time of the payment of her 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 the Inspector of Awards.

(d) Every worker who fails to sign the records 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.

#### *Holidays*

14. (a) The following shall be allowed as holidays without deduction from wages: Christmas Day, Boxing Day, New Year's Day and the day following, Good Friday, Easter Saturday, Easter Monday, Labour Day, the Sovereign's birthday, Anzac Day, and Anniversary Day or one other day in lieu thereof by agreement with the union.

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

(c) Any work done on Sundays or any of the above-mentioned holidays 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) *Annual Holiday*.—An annual holiday of two weeks on full pay shall be granted to each worker under this award on completion of each year of service, such annual holiday to be exclusive of holidays provided for in sub-clause (a) of this clause, and workers shall be paid for the annual holiday on or before its commencement.

(e) Unless the date of the annual holiday is mutually arranged, the employer shall give to the worker one month's notice of the date of the holiday.

#### *Travelling-time*

15. (a) Any employer sending a worker who is required to travel by rail, boat, or service car to the place of his or her employment or proposed employment shall pay the worker's first-class fare to such place and such other reasonable charges incurred during the journey.

(b) Any employer sending a worker from one town to another shall pay such worker's first-class fare and ordinary removal expenses to the place where such worker is transferred.

(c) Any worker doing relieving work outside the town in which he or she is usually employed shall be paid first-class return fare by rail, boat, or service car while on such relief duty, and if such worker is unable to return to his usual place of abode at night the employer shall pay the worker such sum not exceeding 7s. 6d. per day as will provide him with equivalent accommodation, this amount to be reduced by the amount not payable at his usual place of abode.

#### *Cloak and Dressing Room.*

16. Reasonable cloak and dressing room facilities and dining accommodation, where required, shall be provided for the use of workers.

#### *Special Dress*

17. In any establishment where an employer requires workers to dress in any particular style or colour other than the ordinary black dresses and aprons usually worn by female shop-assistants, such garment not being the worker's outdoor wearing garment, then such employer shall provide such garment to such worker free.

Where smocks or coats are worn at the request of the employer, the employer shall provide and launder the same.

#### *Reference*

18. (a) Each employee on leaving or being discharged from his or her employment shall be given within forty-eight hours thereafter a reference in writing stating the position held and the length of service.

(b) Original references shall be the property of the applicant and shall be returned within forty-eight hours after engagement or rejection of the application.

#### *General*

19. Employers shall, upon written request, but not oftener than once a quarter, supply to the secretary of the union a list of the names of all employees.

#### *Right of Entry*

20. 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 at all reasonable times during working hours upon the premises or works and there interview any workers or collect moneys due from them, but not so as to interfere unreasonably with the employer's business.

*Workers to be Members of Union*

21. (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 her 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.)

*Disputes*

22. 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 the award (not being a question affecting rates of pay or hours of work), or if any dispute or difference shall arise between the parties, or any of them, in connection with any matter relevant to but not dealt with in the 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 Conciliation 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.

#### *Under-rate Workers*

23. (a) Any worker who considers herself 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, her 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 her to have her 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*

24. 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.

*Scope of Award*

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

*Term of Award*

26. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of July, 1945, 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 1st day of July, 1947.

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 27th day of September, 1945.

[L.S.]

A. TYNDALL, Judge.

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**MEMORANDUM**

The award, apart from the provisions of clause 5 (Regular Part-time Attendants), embodies the agreement reached by the representatives of the parties.

This is the first award to be made in this industry in any part of the Dominion. Submissions were made to the Court on behalf of certain parties that as it was a practice in suburban areas to employ regular part-time workers in the industry the award should make provision for such workers. The Court requested details concerning the extent of the practice and the number of workers involved, but the information supplied was not very comprehensive. It was indicated, however, that there were at least six such workers employed in the area to be covered by the award. In view of this information, the Court has inserted a clause providing for regular part-time workers.

A. TYNDALL, Judge.

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