

NEW ZEALAND LENDING LIBRARIES AND/OR BOOK CLUB ATTENDANTS—AWARD

[Filed in the Office of the Clerk of Awards, Dunedin]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Federated Shop Assistants Industrial Association of Workers (hereinafter called “the union”) and the under-mentioned persons, firms, and companies (hereinafter called “the employers”):

NORTHERN INDUSTRIAL DISTRICT

Barnabys New Book Club, 1211 Great North Road, Point Chevalier.
 Bate, A. E., Ltd., 1891 Great North Road, Avondale.
 Book Inn (The), 393A Grey Street, Hamilton.
 Booklovers Book Shop and Library, 67 Bank Street, Whangarei.
 British Book Club, Broadway, Matamata.
 Carlton Library, 64 Vauxhall Road, Mount Roskill.
 Farmers' Trading Co. Ltd., Hobson Street, Auckland.
 “Gays”, 79 Rockfield Road, Penrose.
 London Book Club (N.Z.) Ltd., 30 Customs Street East, Auckland.
 London Book Club, Gladstone Road, Gisborne.
 Modern Book Club, Neal Street, Putaruru.
 Neads, J. C., 4 Mokaia Road, Birkenhead.
 Onehunga Book Shop, 256 Queen Street, Onehunga.
 Onewa Lending Library, 22 Onewa Road, Northcote.
 Pauls, 160 Queen Street, Panmure.
 Pharo's Book Arcade, Victoria Street, Dargaville.
 Singleton, R. F., Ltd., 596 Manukau Road, Epsom.
 Strand Book Club, Gladstone Road, Gisborne.
 Triangle Stationers, 9 Maskell Street, St. Helliers.
 Westminster Book Club, 32 Hinemoa Street, Rotorua.
 Wheeler, N. W., Ltd., 389 Remuera Road, Remuera.

TARANAKI INDUSTRIAL DISTRICT

Arcade Book Club, 91 Princes Street, Hawera.
 Kiwi Book Club, Devon Street, New Plymouth.
 Kiwi Lending Library, Regan Street, Stratford.
 Webber, H. C., Egmont Street, Patea.
 Westown Book Centre, 43 Tukapo Street, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Ackroyds Book Club, 76 High Street, Lower Hutt.
 Aitken Bros., 77 Manchester Street, Feilding.
 Book Arcade, 195 Victoria Avenue, Wanganui.
 Cambridge Book Exchange, 7 George Street, Palmerston North.
 London Book Club N.Z. Ltd., 326 Lambton Quay, Wellington.
 Oxford Book Club, Emmerson Street, Napier.
 Souths Book Depot, 8 Willis Street, Wellington.
 Souths Book Depot, 61 High Street, Lower Hutt.

MARLBOROUGH INDUSTRIAL DISTRICT

Arcade Lending Library, 16 High Street, Blenheim.
 Blenheim Booklend, Wynen Street, Blenheim.
 Greig, A. E., Wellington Street, Picton.
 Marlborough Associated Libraries, High Street, Blenheim.

NELSON INDUSTRIAL DISTRICT

Master Book Club, 26 Bridge Street, Nelson.
 Popular Choice Library, 117 Hardy Street, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Arcade Book Club, Tainui Street, Greymouth.
 British Book Club, Albert Street, Greymouth.
 Buller Book Club, Palmerston Street, Westport.
 Fireside Book Club, 29 Weld Street Hokitika.
 Grey Lending Library, Mackay Street, Greymouth.
 Mobile Book Club, Boddytown, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Holmwood Book Club, 56 Holmwood Road, Christchurch.
 London Book Club (N.Z.) Ltd., 704 Colombo Street, Christchurch.
 Riccarton Lending Library, 86B Riccarton Road, Christchurch.
 Timaru Book Club, 181 Stafford Street, Timaru.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Arcade Library, Cambridge Place, Invercargill.
 British Book Club, 369 George Street, Dunedin.
 Grant and Clark, Clyde Street, Balclutha.
 Regent Book Club, Water Street, Dunedin.
 Thorn, Mrs C. M., George Street, Port Chalmers.

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 on the day of the date hereof and shall continue in force until the 20th day of November 1963 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 20th day of November 1961.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to book clubs and/or lending libraries, other than municipal libraries, and to the workers employed therein.

Classification

2. (a) A "branch manager", "branch manageress", or "worker in charge" is a worker 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 manager, branch manageress, or worker in charge).

(b) A "senior" is a worker 21 years of age or over: Provided that a worker under 21 years of age who receives not less than the rate of wages prescribed by the award for a worker of the age of 21 years shall be regarded as a senior for the purposes of this award.

(c) A "junior" is a worker under 21 years of age.

Hours of Work

3. (a) The ordinary hours of work shall not exceed 40 in any one week to be worked on Monday to Friday inclusive between 8.30 a.m. and 5.45 p.m. on four days of the week and between 8.30 a.m. and 9 p.m. on the day of the late night.

(b) On five days of the week one hour shall be allowed for lunch, and on the day of the late night one hour shall be allowed for the evening meal. Time shall be allowed both morning and afternoon for refreshments and facilities for heating water shall be provided.

(c) All hours of work shall be continuous from time of starting without any breaks other than those prescribed herein for meals and refreshments.

(d) For the purpose of calculating the hours of work, each of the holidays herein-after 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.

(e) Each employer shall notify the Inspector of Factories and the secretary of the union within seven days of the coming into operation of this award, and immediately after the employment of any new worker, the names of all such workers, together with his daily starting and finishing time each day; his hours when so fixed shall continue in force for a period of not less than six months and thereafter until an alteration is notified to the Inspector of Factories and the secretary of the union. Such notices shall be in writing and transmitted not less than seven days before the alteration becomes effective. The operation of all notices under this clause shall be for six-monthly periods, unless otherwise agreed to between the union and the employer.

Wages

4. (a) The minimum rates of wages payable to workers shall be:

	Males			Females		
	Per Week			Per Week		
	£	s.	d.	£	s.	d.
Under 17 years of age	5	0	0	4	5	0
17 to 18 years of age	5	15	0	5	0	0
18 to 19 years of age	7	0	0	5	15	0
19 to 20 years of age	8	10	0	6	10	0
20 to 21 years of age	10	5	0	7	10	0
21 years of age and over	12	10	0	8	15	0

(b) A branch manager, branch manageress, or worker in charge, shall be paid in addition to the above rates:

	Per Week
	£ s. d.
With no assistants and up to three assistants	1 5 0
With four assistants and over	1 15 0

Casual Assistants

5. Casual assistants may be employed up to 20 hours weekly at an hourly rate equivalent to one fortieth of the appropriate weekly wage rate prescribed in clause 4 hereof with the addition of 20 per cent thereto.

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 4s. 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 5s. tea-money.

(b) Under exceptional circumstances a shorter notice may be given by mutual arrangement between the worker and the employer concerned, provided that 5s. 6d. tea-money is paid.

Payment of Wages

8. (a) Wages and overtime 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.

(b) Workers shall on request be supplied with a statement setting out the computation of the wages paid together with any deductions made therefrom.

Weekly Employment

9. (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) No 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

10. 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 in respect of only one lending library or book club.

Wages and Time Book

11. (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 his or her age if under 21 years of age;
- (ii) The kind of work on which he or she is usually employed;
- (iii) The hours during which he or 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 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 the Inspector of Awards.

(d) Every worker 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.

Holidays

12. (a) The following shall be allowed as holidays with payment at ordinary rates of wages: Christmas Day, Boxing Day, New Year's Day and the following day, Good Friday, Easter Saturday, Easter Monday, Labour Day, and the birthday of the reigning Sovereign, Anzac Day, and Anniversary Day. Should any of the above holidays not be generally observed in any locality another day may be substituted therefor by agreement between the employers and the union and such substituted day shall be notified to the Department of Labour.

(b) Should any of the above holidays, other than Anzac Day or Easter Saturday, fall upon a Saturday or Sunday, then for the purpose 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 abovementioned holidays or holidays observed in lieu thereof shall be paid for at double rates. The said payment shall be in addition to the ordinary weekly wage.

Annual Holidays

13. (a) (i) An annual holiday of two weeks on full pay shall be granted to each worker under this award on the completion of each year of service. A worker not completing a year of service with an employer shall be granted payment in accordance with the provisions of the Annual Holidays Act 1944.

(ii) For the tenth and subsequent years of continuous service with the same employer, workers under this award shall be granted three weeks instead of two weeks as aforesaid. A worker not completing a year of service under this provision shall be granted proportionate payment in accordance with the length of service for that year.

(b) The annual holiday granted to workers under the foregoing provisions shall be exclusive of the holidays specified in clause 12 of this award.

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

Travelling-time

14. (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 relieving duty, and if such worker is unable to return to his or her usual place of abode at night, the employer shall pay such worker's reasonable accommodation expenses, including board and lodging.

Cloak, Dressing, and Dining Room

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

Special Dress

16. 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

17. (a) Each employee on leaving or being discharged from his or her employment shall be given within 48 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 48 hours after engagement or rejection of the application.

General

18. (a) Employers shall, upon written request, but not more often than once a quarter, supply to the secretary of the union a list of the names of all employees.

(b) Female workers shall not be required to do any scrubbing or polishing of floors other than with wringer-mops or polishing-machines.

(c) Effective provision shall be made for securing and maintaining a reasonable temperature in each lending library or book club.

Right of Entry

19. The secretary or other authorised 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

20. (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 within the industrial district in which he is employed.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 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 21 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 and remain 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 section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Disputes

21. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who may 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 14 days after such decision shall have been communicated to the party desiring to appeal.

Under-rate Workers

22. (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 14 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

23. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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 districts to which this award relates.

Scope of Award

24. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

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Term of Award

25. This award shall come into force on the day of the date hereof and shall continue in force until the 20th day of November 1963.

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 20th day of November 1961.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

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

A. TYNDALL, Judge.
