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**MESSRS. J. BALLANTYNE AND CO. LTD. AIRPORT EMPLOYEES SHOP—  
INDUSTRIAL AGREEMENT**

*[Filed in the Office of the Clerk of Awards, Christchurch]*

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 and its amendments this 1st day of October 1962, between Messrs. J. Ballantyne and Co. Ltd., 126-140 Cashel Street, Christchurch, hereinafter called the "employer" of the one part, and the Canterbury Amalgamated Shop Assistants' and Related Trades Industrial Union of Workers, hereinafter called the "union" of the other part, hereby witnesseth that it is mutually agreed and declared between and by the employer and the union as follows:

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**SCHEDULE**

This agreement shall be deemed to incorporate the terms and conditions of the New Zealand (Except Northern Industrial District) General Retail Shop Assistants' Award dated 28th day of November 1961, and recorded in 1961 Book of Awards Volume 61, page 1,569, and New Zealand (Except Otago and Southland) Retail Chemists' Assistants Award dated 21st day of June 1961, and recorded in 1961 Book of Awards, Volume 61, page 673, with the following modifications:

*Hours of Work*

1. (a) The hours of work shall not exceed 40 per week to be worked within hours specified in the schedule agreed to from time to time between the employer and the union. The union shall be supplied with a copy of each successive schedule hereafter adopted.

(b) The hours of work shall be continuous from the time of starting each day except for intervals for meals and refreshments.

(c) A break of 10 minutes morning and afternoon shall be allowed for refreshments.

(d) Where the assistant is required to work on five week days other than Saturday or Sunday, he shall be paid for time worked on Saturday or Sunday at the rate of double time, such payment to be in addition to the weekly wage.

(e) For the purpose of calculating the hours of work, each of the holidays mentioned in the award 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 actually been done on such holiday.

*Wages*

2. (a) The minimum rates of wages payable to assistants shall be £12 5s. 0d. per week. The assistant employed as manageress shall be paid not less than £2 0s. 0d. per week additional to the above rate.

*Overtime*

3. (a) All time worked in excess of the hours provided for in the schedule for each respective set shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) Any work done on holidays prescribed in clause 4 hereof shall be paid for at double time rates in addition to the normal weekly wage.

*Holidays*

4. (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 birthday of the reigning Sovereign, Anzac Day and Show Day.

(b) Should any of the above holidays, other than Easter Saturday, or Anzac Day when it falls upon a Saturday or a Sunday, then for the purpose 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.

(c) An annual holiday of two weeks on full pay shall be granted to each worker under this agreement on completion of each year of service, such annual holiday to be exclusive of holidays except, Easter Saturday, and Anzac Day, provided for in sub-clause (a) of this clause, and workers shall be paid for the annual holiday on or before its commencement.

(d) The annual holiday to be allowed to workers on the completion of 10 or more years continuous service with the same employer shall be three weeks instead of two weeks as aforesaid.

(e) A worker not completing a year of service with the employer shall be granted payment in accordance with the provision of the Annual Holidays Act 1944.

*Payment of Wages*

5. (a) All wages and overtime shall be paid weekly during working hours and in cash not later than Wednesday in each week. Should a holiday fall on any regular pay-day, wages shall be paid for that week on the working day preceding the holiday.

(b) Workers, shall be supplied with a statement setting out the computation of the wages paid, together with any deductions made therefrom, whenever there is an alteration in their normal weekly earnings.

#### *Clothing*

6. (a) In any establishment where an employer requires workers, or it is the custom of the workers in such establishment, with the approval of the employer, 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.

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

#### *Preference of Employment*

7. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under sub-clause (a) hereof to become a member of a union who fails to become a member, as required by that sub-clause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with sub-clause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom sub-clauses (a) and (b) apply after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purpose of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

#### *Scope of Agreement*

8. This agreement shall relate to the assistants employed by the employer in their shop or shops situated at the Christchurch International Airport.

#### *Term of Agreement*

9. This agreement shall operate as from the day of the date hereof and shall continue in force until the 30th day of September 1963.

Dated at Christchurch this 1st day of October 1962.

For and on behalf of Messrs. J. Ballantyne and Co. Ltd.—

H. F. BUTLAND.

For and on behalf of The Canterbury Amalgamated Shop Assistants' and Related Trades Industrial Union of Workers—

P. M. VELVIN.