CANTERBURY LAUNDRY-RECEIVING DEPOT HANDS (FEMALE).—INDUSTRIAL AGREEMENT.

This industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 16th day of February, 1939, between the Canterbury Clerks, Cashiers, and Office Employees' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and Brown's and Armigers, Ltd., Avonside Drive, Christchurch, Taylors Cleaners and Dyers, Ltd., Kilmore Street, Christchurch, and Preens Dry Cleaning and Laundry Co., Ltd., Timaru

(hereinafter referred to as "the employers"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:-

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

Interpretation.

1. This agreement shall apply to female workers employed in receiving depots and are not employed substantially in writing, typing, or other forms of clerical work.

Hours of Work.

2. The total weekly hours of employment shall not exceed forty-four hours per week, to be worked between 8.30 a.m. and 5.30 p.m. on Monday to Thursday inclusive, 8.30 a.m. and 9 p.m. on Friday, and 8.30 a.m. and 12 noon on Saturday in each week.

Wages.

3. The minimum rates of wages payable to workers covered by this award shall be not less than the following:-

	Per Week.
	£ s. d.
 	0 17 6
 	1 1 6
	1 5 6
 	1 9 6
 	1 13 6
 	1 17 6
 	$2 \ 2 \ 6$
 	2 10 0
 	2 17 6

Provided that a worker over the age of nineteen years at the date of her commencing work covered by this agreement shall be deemed to be a second-year worker, and shall be paid accordingly: Provided also that a worker of the age of twenty-one years and upwards shall receive not less than £1 16s. per week.

Overtime.

4. All time worked in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half with a minimum of 1s. 6d. per hour.

Terms of Employment.

- 5. (a) Except in the case of casuals, the employment shall be a weekly one, and no deductions shall be made from the weekly wages provided herein except for time lost through sickness, accident, or default of the worker.
- (b) Except in the case of casuals, 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 any employer from summarily dismissing any worker for wilful misconduct.

Payment of Wages.

6. Wages shall be paid weekly in cash, and in working-time not later than Thursday.

Casual Workers.

- 7. (a) Casual workers may be employed at not less than 25 per cent. over the above rates, but by the hour, with a minimum employment of four hours upon any one engagement.
- (b) A "casual" worker shall be deemed to mean one who is not employed continuously for more than two weeks.

Holidays.

- 8. (a) The following shall be the recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and Show Day or a day in lieu thereof.
- (b) Should any of the above holidays, other than Anzac Day, fall on a Sunday, such holiday shall be observed on the following Monday.
- (c) Workers required to work on Sunday, Christmas Day, Anzac Day, or Good Friday shall be paid at double time rates, and where they are required to work on any of the other specified

holidays or on any days observed in lieu thereof they shall be paid at the rate of time and a half for such work. The said payments shall be in addition to the ordinary weekly wage.

(d) Each employee shall, in addition to the holidays mentioned in subclause (a) hereof, be entitled to an annual holiday of seven working-days on full pay on completion of each year of continuous service, or a proportionate holiday on completion of not less than six months' continuous service. Such holidays to be taken at a time mutually arranged between the employer and the employee.

(e) Any worker who has completed six months' service leaving the service of the employer, otherwise than for dismissal for misconduct, shall be granted pay in lieu of the holiday mentioned in subclause (d) in proportion to her length of

service.

Tea-money.

9. Wherever possible twenty-four hours' notice shall be given to any employees who are required to work overtime, and employees working overtime shall be allowed 1s. 6d. tea-money.

Under-rate Workers.

10. (a) Any worker who considers herself incapable of earning the minimum wage fixed by this agreement 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 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 the employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Workers to be Members of Union.

- 11. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.
- (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 agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(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.)

Effective Operation of Agreement.

- 12. (a) The secretary or other authorized officer of the union shall, with the consent of the employer (such consent not to be unreasonably withheld), be entitled to enter at all reasonable times the place of employment and there interview any workers, but not so as to impede the work of the worker concerned.
- (b) In every establishment the occupier shall at all times keep a time and wages book, showing in the case of each employee:— \cdot

(i) The name of the worker, together with her age if under twenty-one years of age.

(ii) The hours during which she has actually been employed on each day.

(iii) Employers bound by this agreement shall, upon request by the union, supply a list of their employees.

Scope of Agreement.

13. This agreement shall be binding upon the parties whose signatures are attached hereto, or any other party or parties who may be added from time to time in the Canterbury Industrial District.

Term of Agreement.

14. This agreement, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of January, 1939, and in so far as all the other conditions of this agreement are concerned it shall be deemed to have come into force on the day of the date hereof; and this agreement shall continue in force until the 31st day of January, 1940.

The seal of the Canterbury Clerks, Cashiers, and Office Employees' Industrial Union of Workers was hereunto affixed in the presence of—

[L.S.]

G. GILLESPIE, President. Thos. Nuttall, Secretary.

Signed by—

For Brown's and Armigers, Ltd.—

W. S. Newburgh, Director.

For Taylors Cleaners and Dyers, Ltd.—

CHAS. D. TAYLOR, Director.

For Preens Dry Cleaning and Laundry Co., Ltd.— J. W. Preen, Director.