

(8459.) NORTHERN INDUSTRIAL DISTRICT (EXCEPT GISBORNE JUDICIAL DISTRICT) CLEANERS, CARETAKERS, AND LIFTMEN.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Auckland City Cleaners, Caretakers, and Liftmen's Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

- Abbott, R. H., City Chambers, Queen Street, Auckland.
 Ancient Order of Foresters, Albert Street, Auckland.
 Auckland Farmers' Trading Company, Hobson Street, Auckland.
 Auckland Harbour Board, Ferry Buildings, Queen Street, Auckland.
 Auckland Savings-bank, Queen Street, Auckland.
 Australian Mutual Provident Society, Queen Street, Auckland.
 Bank of New Zealand (Limited), Queen Street, Auckland.
 Binney and Co., Beach Road, Auckland.
 "Bon Marche," Karangahape Road, Auckland.
 Brett, H., Auckland Star Office, Shortland Street, Auckland.
 Briscoe and Co., Customs Street, Auckland.
 Buckland, A., and Sons, Albert Street, Auckland.
 Burns, J., and Co., Customs Street, Auckland.
 Burns, Philp, and Co., Customs Street, Auckland.
 Butchers, House-furnishers, Karangahape Road, Auckland.
 Campbell and Ehrenfried Company, Strand Arcade, Auckland.
 Chancery Chambers (The Secretary), Auckland.
 Chatfield Chambers (Manager), Customs Street, Auckland.
 City Council, Town Hall, Auckland.
 Clampitt, J. W. (Auckland Jobbing and Cleaning Company), Commercial Road, Kingsland, Auckland.
 Clark, Archibald, and Sons, Elliot Street, Auckland.
 Cleave, A., Safe Deposit Buildings, High Street, Auckland.
 Colwell, J. W., Colwell's Buildings, Swanson Street, Auckland.
 Commercial Bank of Australia, Queen Street, Auckland.
 Court, G., and Sons (Limited), Karangahape Road, Auckland.
 Court, John (Limited), Drapers, Queen Street, Auckland.
 Court, John (Limited), Victoria Buildings, Victoria Street, Auckland.
 Craig, J. J. (Limited), Queen Street, Auckland.
 Dadley, H. S., Security Buildings, Queen Street, Auckland.
 Dalgety and Co., Fanshawe Street, Auckland.
 Darby's Estate (Trustees in), Darby's Buildings, Queen Street, Auckland.
 Domestic Cleaning Company, Strand Arcade, Auckland.
 Dominion Theatres (Limited), care of H. Gillfillan, National Buildings, Fort Street, Auckland.
 Elliott, G., Imperial Buildings, Queen Street, Auckland.
 Ellison, R. A., Managing Trustee in Estate of T. Ellison, Ellison's Chambers, Queen Street, Auckland.
 Edean, John A., Waitemata Chambers, Customs Street East, Auckland.
 Edean's Buildings (Limited), Queen Street, Auckland.
 Entrican, A. J., Customs Street, Auckland.
 Forrester's Buildings (Secretary), Albert Street, Auckland.
 Gillett Motors (Limited), 40 Elliot Street, Auckland.
 Gladstone Buildings (Secretary) Quay Street West, Auckland.
 Hallenstein Bros., Hallenstein's Buildings, Queen Street, Auckland.
 Hancock Limited, Union Buildings, Customs Street, Auckland.

Hannah, C., Hannah's Buildings, Victoria Street, Auckland.
 Harbutt's Buildings (Secretary), Victoria Street, Auckland.
 Hellaby, R. and W. (Limited), Hellaby's Buildings, Queen Street, Auckland.
 Hill and Plummer (Limited), Queen Street, Auckland.
 His Majesty's Arcade (Secretary), Queen Street, Auckland.
 Hodgson, James (Limited), 17 Victoria Street, Auckland.
 Huddart-Parker (Secretary), Quay Street, Auckland.
 Hutchinson, J., Premier Buildings, Queen Street, Auckland.
 Jones and Kneebone, Hall of Commerce, High Street, Auckland.
 Kneebone and Jones, Gleeson's Buildings, High Street, Auckland.
 Leys Institute, St. Mary's Road, Ponsonby.
 Macky, Logan, and Caldwell (Limited), Warehousemen, Elliot Street, Auckland.
 Marble Bar (Limited), Warwick Chambers, Queen Street, Auckland.
 Masonic Hall (Secretary), Eden Terrace, Auckland.
 Mercantile Chambers (Secretary), Customs Street, Auckland.
 Milne and Choyce (Limited), Drapers, Queen Street, Auckland.
 Moore, W., City Chambers, Auckland.
 National Bank of New Zealand, Shortland Street, Auckland.
 New Zealand Express Company (Limited), Courthouse Lane, Auckland.
 Northern Steamship Company (Limited), (Secretary), Quay Street, Auckland.
 N.Z. Insurance Company (Limited), Queen Street, Auckland.
 O'Connor, T. B., Civic Billiard Parlours, Darby's Buildings, Auckland.
 Orange Hall (Secretary), Newton Road, Auckland.
 Pacific Buildings (Neville Bewcombe), His Majesty's Arcade, Auckland.
 Palmerston Buildings (Agent, S. Vaile and Sons), Queen Street, Auckland.
 Rendells Limited, Karangahape Road, Auckland.
 Robertson Bros. (Limited), Quay Street, Auckland.
 Ross and Glendining (Limited), Warehousemen, Elliot Street, Auckland.
 Sargood, Son, and Ewen, Warehousemen, Victoria Street, Auckland.
 Smith and Caughy (Limited), Drapers, Queen Street, Auckland.
 Smith and Smith, Merchants, Albert Street, Auckland.
 South British Insurance Company, Queen Street, Auckland.
 Tabernacle Buildings (Secretary), Karangahape Road, Auckland.
 Tramway Office (Secretary), Customs Street, Auckland.
 Trades Hall Trust (Secretary), Hobson Street, Auckland.
 Tyrone Buildings (Secretary), Customs Street, Auckland.
 Union Steamship Company, Quay Street, Auckland.
 Upton and Richards, Customs Street, Auckland.
 Vacuum Cleaning Company of New Zealand, New Zealand Insurance Buildings, Auckland.
 Victoria Arcade Buildings (The Secretary), Auckland.
 Victoria Insurance Company, Shortland Street, Auckland.
 Watson, F. W., Watson's Buildings, Wellesley Street, Auckland.
 Wilson and Horton, New Zealand Herald Office Buildings, Queen Street, Auckland.
 Winstone's Limited, 69 Queen Street, Auckland.
 Wiseman and Co., Brunswick Buildings, Queen Street, Auckland.
 Wright, A. B., and Sons, Wright's Buildings, Fort Street, Auckland.
 Y.M.C.A. (Secretary), Wellesley Street, Auckland.

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 from the 28th day of December, 1925, and shall continue in force until the 28th day of December, 1927, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 11th day of December, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Definitions.

1. For the purposes of this award a " caretaker " shall be deemed an employee who acts as agent in regard to and is responsible to the owner for the cleanliness and good conduct of the building, and who may himself perform the necessary work, or engage on his own account, or act as the employer's agent in the engagement or superintendance of labour in connection with the cleanliness of the building or service of the lift.

For the purposes of this award a " cleaner " shall be deemed to be a worker who does cleaning of any kind, and who does not come within the definition of " caretaker."

Hours of Work.

2. (a.) The actual working-time for the various classes of workers hereinafter named shall not exceed, in the case of cleaners, forty-eight hours per week ; liftmen, forty-eight hours per week ; female cleaners, forty-five hours per week. One hour shall be allowed for dinner.

(b.) The hours of work for caretakers shall be forty-eight per week. Where a caretaker is residing on the premises where he is employed the time during which he is engaged on actual work coming within the scope of his duties as caretaker in connection with the building shall be considered as working-time.

(c.) Where a caretaker engages in duties other than those of a caretaker for his employer, or in any duties for another employer, or a tenant in the building, the time so occupied shall not be considered as a portion of the forty-eight hours.

Wages.

3. (a.) The minimum rates of wages shall be as follows : For caretakers, £4 10s. per week or its equivalent, provided that any female caretaker now in the employment of any of the parties bound by this award may continue her service at her present rate of wages ; for cleaners, £4 1s. per week ; for cleaners and liftmen, £4 1s. per week.

(b.) Hourly wages : For cleaners and liftmen, 1s. 11d. per hour.

(c.) In the event of any dispute arising as to the value of the "equivalent" provided by any employer, such dispute shall be referred to and settled by the Department of Labour, whose decision shall be final.

(d.) The following shall be the minimum rates of wages for the following classes of workers : Liftmen, £3 10s. per week ; female cleaners, £2 4s. per week ; female cleaners employed by the hour, 1s. 2d. per hour.

(e.) For cleaning windows above 20 ft. from the ground which require the use of a high ladder workers shall receive 6d. per day or portion of a day extra. When it is necessary for a worker to stand on a window-sill which is above 20 ft. from the ground he shall be paid 1s. per day or portion thereof extra.

(f.) No deduction shall be made from the weekly wages herein mentioned except for absence from work through the default or sickness of the worker.

(g.) Nothing in this award shall be construed as prohibiting workers from doing relieving duty of not more than two hours per day without alteration in weekly wages.

(h.) Any one receiving a higher rate of wages than herein prescribed shall not have his or her wages reduced during his or her present employment.

Overtime.

4. (a.) All work done in excess of the hours prescribed in clause 2 hereof shall be considered overtime, and shall be paid for at the following rates : Time and a half for the first four hours, and thereafter double time.

(b.) No overtime shall be payable in any week until the number of hours prescribed for the week in clause 2 hereof shall have been worked.

Payment of Wages.

5. Wages shall be paid weekly, not later than Friday of each week, in working-hours.

Termination of Employment.

6. In the case of weekly workers one week's notice of the termination of the employment shall be given on either side, but this shall not prevent a worker being summarily dismissed for good cause.

Holidays.

7. (a.) The holidays for employees on weekly wages employed in businesses which are governed by another award, or by the Factories Act, 1921-22, and its amendments, or by the Shops and Offices Act, 1921-22, and its amendments, or by custom, shall be the holidays ordinarily observed by such businesses.

(b.) After twelve months' service employees on weekly wages who are regularly required to work on statutory holidays shall receive eight consecutive working-days' holiday in each year on full pay, or a proportion thereof for the holidays so worked.

(c.) The holidays for employees on hourly wages shall be Christmas Day and Good Friday, for which double rates shall be paid, and for the other statutory holidays time-and-a-half rates shall be paid.

(d.) In lieu of the provisions of subclauses (a) and (b) of this clause such employees may be paid at the rates provided in subclause (c) for work done on such holidays.

Implements and Materials.

8. Employers shall provide all necessary implements and materials for the purpose of carrying out the work covered by this award.

Matters in Dispute.

9. Any dispute in connection with any matter not provided for in this award shall be settled between the 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 for the district, whose decision shall be final.

Preference.

10. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions, not exceeding 6d. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Under-rate Workers.

11. (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.

Application of Award.

12. This award shall apply only to workers employed in buildings used for commercial purposes, and only to the employers named herein and such others as may hereafter be joined as parties upon application to the Court.

Scope of Award.

13. This award shall operate throughout the Northern Industrial District excepting that portion thereof which is included in the Gisborne Judicial District.

Term of Award.

14. This award shall come into force on the 28th day of December, 1925, and shall continue in force until the 28th day of December, 1927.

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 11th day of December, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.
