NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(10609.) 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, 1925; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called "the employers"):-

Abbott, Armstrong, and Howie, Warehousemen, 15 Elliott Street, Auckland, C. 1. Abbott, R. H., and Co., Ltd., City Chambers, Queen Street, Auckland, C. 1. Abbott's Chambers (Secretary), Karangahape Road, Auckland, C. 2 Acacia Buildings (Secretary), O'Connell Street, Auckland, C. 1

Academy Building (Secretary), 427 Queen Street, Auckland, C. 1

Ancient Order of Foresters, Albert Street, Auckland, C. 1

Argus House (Secretary), High Street, Auckland, C. 1 Auckland City Council, Town Hall, Queen Street, Auckland, C. 1

Auckland Electric-power Board, Queen Street, Auckland, C. 1
Auckland Farmers' Trading Co., Ltd., Hobson Street, Auckland, C 1
Auckland Harbour Board, Ferry Buildings, Quay Street, Auckland, C. 1
Auckland Savings Bank, Queen Street, Auckland, C. 1

Auckland Transport Board (Secretary), Customs Street, Auckland, C. 1 Australian Mutual Provident Society, Queen Street, Auckland, C. 1

Bagnall's Buildings (Secretary), Anzac Avenue, Auckland, C. 1

Bank of Australasia, Queen Street, Auckland, C. 1 Bank of Australasia, Karangahape Road, Auckland, C. 2

Bank of New Zealand, Queen Street, Auckland, C. 1 Bank of New Zealand, Karangahape Road, Auckland, C. 2

Berlei (N.Z.), Ltd., Corset-manufacturers, Wellesley Street, Auckland, C. 1

Blackett's Buildings (C. F. Bennett, Ltd., Agents), corner Queen and Shortland Streets, Auckland, C. 1

Bradford Buildings (Secretary), Elliott Street, Auckland, C. 1

Briscoe and Co., Ltd., Customs Street, Auckland, C. 1 Bristol Piano Co. (Auckland), Ltd., 49 Karangahape Road, Auckland, C. 2 British Buildings (Secretary), High Street, Auckland, C. 1

Brunswick Buildings (Secretary), Queen Street, Auckland, C. 1 Buckland, A., and Sons, Ltd., Albert Street, Auckland, C. 1

Builders' Supplies, Ltd., Anzac Avenue, Auckland, C. I

Burns, John, and Co., Ltd., Customs Street, Auckland, C. 1

Burns, Philp, and Co., Ltd., 3 Albert Street, Auckland, C. 1

Campbell and Ehrenfried Co., Ltd. (Secretary), Strand Arcade, Queen Street, Auckland, C. 1

Campbell Motors, Ltd., 17 Rutland Street, Auckland, C. 1

Campbell's Buildings (Secretary), corner High Street and Vulcan Lane, Auckland,

Chambers, John, and Son, Ltd., Fort Street, Auckland, C. 1

Chancery Chambers (Secretary), Auckland, C. 1

Chatfield Chambers (Manager), Customs Street, Auckland, C. 1

City Chambers (Secretary), Queen Street, Auckland, C. 1

Civic Buildings, Civic Square (Secretary), Auckland, C. 1

Civic Chambers (Secretary), 35 Elliott Street, Auckland, C. 1

Civic House (Secretary), Queen Street, Auckland, C. 1 Colebrook, P. R., Ltd., Anzac Avenue, Auckland, C. 1

Collins Bros. and Co., Ltd., Publishers, Wyndham Street, Auckland, C. 1 Colonial Mutual Life Assurance Society, Ltd., Queen Street, Auckland, C. I Colwell, J. H., Colwell's Buildings, Swanson Street, Auckland, C. 1 Commercial Bank of Australia, Queen Street, Auckland, C. 1 Commercial Buildings (Secretary), Queen Street, Auckland, C. 1 Commercial Union Assurance Co., Ltd., Court House Lane, Auckland, C. 1 Court, Geo., and Sons, Ltd., Karangahape Road, Auckland, C. 2 Court, John, Ltd., Drapers, Queen Street, Auckland, C. 1 Craig, J. J., Ltd., Queen Street, Auckland, C. 1 Dadley, H. S., 73A Symonds Street, Auckland, C. 1 Darby's Buildings (Trustees in Darby Estate), Queen Street, Auckland, C. 1 Dilworth Building (Secretary), Customs Street, Auckland, C. 1 Domestic Vacuum Cleaning Co., Wellesley Street East, Auckland, C. 1 Dominion Picture Theatres Co., Ltd. (H. Gilfillan, Secretary), National Bank Buildings, Fort Street, Auckland, C. I Eady, Lewis, Ltd., Queen Street, Auckland, C. 1 Elliott Buildings (Secretary), Elliott Street, Auckland, C. 1 Ellison, R. A., Managing Trustee in estate of T. Ellison, Ellison's Chambers, Queen Street, Auckland, C. 1 Endean, John A., Waitemata Chambers, Customs Street East, Auckland, C. 1 Endean's Buildings, Ltd. (Secretary), Queen Street, Auckland, C. 1 Entrican, A. J., Sims and Co., Ltd., Customs Street East, Auckland, C. 1 Ferguson Buildings (Secretary), Civic Square, Auckland, C. 1 Flacksons, The House of, Karangahape Road, Auckland, C. 2 Fuller's Building (Secretary), Queen Street, Auckland, C. 1 Gane Buildings (Secretary), Anzac Avenue, Auckland, C. 1 Gilmore Oil Co. (N.Z.), Ltd., Quay Street, Auckland, C. 1 Gladstone Buildings (Secretary), Quay Street, Auckland, C. 1 Gleeson's Buildings (Secretary), High Street, Auckland, C. I Grey Buildings (Secretary), Court House Lane, Auckland, C. 1 Hall of Commerce (Secretary), High Street, Auckland, C. 1 Hallenstein Bros., N.Z. Clothing Factory, 94 Karangahape Road, Auckland, C. 2 Hallenstein Bros., N.Z. Clothing Factory, 224 Queen Street, Auckland, C. 1 Hancock and Co., Ltd., Customs Street, Auckland, C. 1 Hannah's Buildings (Secretary), Victoria Street, Auckland, C. 1 Harbutt's Buildings (Secretary), Victoria Street, Auckland, C. 1 Hellaby, R. and W., Ltd., Quay Street, Auckland, C. 1 High Street Chambers (Secretary), High Street, Auckland, C. 1 Hill and Plummer, Ltd., Queen Street, Auckland, C. 1 His Majesty's Arcade (Secretary), Queen Street, Auckland, C. 1 Hodgson, James, and Son, Ltd., 17 Victoria Street East, Auckland, C. 1 Holdsworth, Thos., Ltd., Holdsworth Building, Albert Street, Auckland, C. 1 Horne's Buildings (Secretary), Vulcan Lane, Auckland, C. 1 Huddart-Parker, Ltd., Quay Street, Auckland, C. 1 Hutchinson, J., Premier Buildings, Queen Street, Auckland, C. 1 Jackson's Buildings (Secretary), Anzac Avenue, Auckland, C. 1 Jamieson's Buildings (Secretary), Lorne Street, Auckland, C. 1 Jellicoe Chambers (Secretary), Wyndham Street, Auckland, C. 1 Kean's Buildings (Secretary), Queen Street, Auckland, C. 1 Kings Chambers (Secretary), Fort Street, Auckland, C. 1 Lambourne, W., Ltd., House-furnishers, Ponsonby Road, Auckland, W. 1 Ley's Institute, St. Mary's Road, Ponsonby, Auckland, W. 1 Lister Buildings (Secretary), Victoria Street, Auckland, C. 1 Macky, Logan, Caldwell, Ltd., Elliott Street, Auckland, C. 1 Manchester Unity Buildings (Secretary), Hobson Street, Auckland, C. 1 Maple Furnishing Co., Karangahape Road, Auckland, C. 2 Maritime Buildings (Secretary), Quay Street, Auckland, C. 1 Masonic Hall (Secretary), Eden Terrace, Auckland Maxwell, L. S., and Co., Ltd., Merchants, Lower Hobson Street, Auckland, C. I Mercantile Chambers (Secretary), Customs Street, Auckland, C. 1 Merritt, H. T., Ltd., Merchants, Anzac Avenue, Auckland, C. 1

Milne and Choyce, Ltd., Drapers, Queen Street, Auckland, C. 1 Mining Chambers (Secretary), Queen Street, Auckland, C. 1 Moore, H. A., City Chambers, Queen Street, Auckland, C. 1 Motor Specialties, Ltd., Anzac Avenue, Auckland, C. 1 Nathan, A. H., Ltd., Customs Street, Auckland, C. 1 Nathan, L. D., and Co., Ltd., 47-49 Fort Street, Auckland, C. 1 National Bank of New Zealand, Shortland Street, Auckland, C. 1 National Bank of New Zealand, Upper Queen Street, Auckland, C. 1 National Insurance Co., 12 O'Connell Street, Auckland, C. 1 National Mutual Life Association of Australasia, Ltd., Shortland Street, Auckland, Newmarket Borough Council (Town Clerk), Municipal Buildings, Newmarket, Auckland N.Z. Express Co., Ltd., Fort Street, Auckland, C. 1 N.Z. Loan and Mercantile Agency Co., Ltd., Albert Street, Auckland, C. 1 New Zealand Insurance Co., Ltd., Queen Street, Auckland, C. 1 New Zealand Newspapers, Ltd., Shortland Street, Auckland, C. 1 Ngapuhi Chambers (Secretary), Lorne Street, Auckland, C. 1 Northern Steamship Co., Ltd. (Secretary), Quay Street, Auckland, C. 1 Offer's Building (Secretary), corner Karangahape Road and Belgium Street, Auckland Offset Press Building (Secretary), Upper Queen Street, Auckland, C. 1 Oliphant Chambers (Secretary), High Street, Auckland, C. 1 Pacific Buildings (Neville Newcombe, Ltd.), 4 Wyndham Street, Auckland, C. 1 Palmerston Buildings (S. Vaile and Sons, Ltd., Agent), Queen Street, Auckland, C. 1 Pascoe, James, Jeweller, Karangahape Road, Auckland, C. 2 Paykel Bros., Ltd., Anzac Avenue, Auckland, C. 1 Phillips and Impey, Ltd., Imperial Buildings, Queen Street, Auckland, C. 1 Phœnix Chambers (Secretary), Queen Street, Auckland, C. 1 Potter's Buildings (Secretary), Civic Square, Auckland, C. 1 Premier Buildings (Secretary), Durham Street, Auckland, C. 1 Princess Buildings (Secretary), Queen Street, Auckland, C. 1 Probert Buildings (Secretary), corner Queen and Airedale Streets, Auckland, C. 1 Professional Chambers (Secretary), High Street, Auckland, C. 1 Pukemiro Chambers (Secretary), Anzac Avenue, Auckland, C. 1 Quay Buildings (Secretary), Quay Street, Auckland, C. 1 Queen's Arcade (Secretary), Queen Street, Auckland, C. 1 Regal Chambers (Secretary), High Street, Auckland, C. I Reliance Press, 153 Albert Street, Auckland, C. 1 Rendell's Ltd., Karangahape Road, Auckland, C. 2 Rews Chambers (Secretary), Queen Street, Auckland, C. 1 Ross and Glendining, Ltd., Warehousemen, Elliott Street, Auckland, C. 1 St. Kevin's Arcade (Secretary), Karangahape Road, Auckland, C. 2 Safe Deposit Buildings (Secretary), High Street, Auckland, C. 1 Sargood, Son, and Ewen, Ltd., Warehousemen, Victoria Street, Auckland, C. 1 Scots Hall (Secretary), Symonds Street, Auckland, C. 1 Scott's Building (Secretary), Anzac Avenue, Auckland, C. 1 Sharland and Co., Ltd., Wholesale Chemists, Lorne Street, Auckland, C. 1 Short's Building (Secretary), Queen Street, Auckland, C. 1 Smith and Caughey, Ltd., Drapers, Queen Street, Auckland, C. 1 Smith and Smith, Ltd., Merchants, Albert Street, Auckland, C. 1 South British Insurance Co., Ltd., Shortland Street, Auckland, C. 1 Southern Cross Buildings (Secretary), Chancery Lane, Auckland, C. 1 Tabernacle Buildings (Secretary), Karangahape Road, Auckland, C. 2 Temperance and General Life Society, Wellesley Street, Auckland. C. 1 Trades Hall Trust (Secretary), Hobson Street, Auckland, C. 1 Tyler's Ltd., Anzac Avenue, Auckland, C. 1 Union Bank of Australia, Queen Street and Customs Street, Auckland, C. 1 Union Bank of Australia, Newton, Auckland, C. 2

Union Steamship Co., Ltd., Quay Street, Auckland, C. 1 United Insurance Co., Fort Street, Auckland, C. 1 Upton, A. E., and Co., 26 Fanshawe Street, Auckland, C. 1 Vacuum Cleaning Co. of New Zealand, Albert Street, Auckland, C. 1 Victoria Arcade Buildings (Secretary), Queen Street, Auckland, C. 1 Vulcan Buildings (Secretary), Vulcan Lane, Auckland, C. I Wakefield Building (Secretary), Lorne Street, Auckland, C. 1 Warwick Chambers (Secretary), Queen Street, Auckland, C. 1 Wellesley Chambers (Secretary), Wellesley Street, Auckland, C. 1 Whitcombe and Tombs, Ltd., Stationers, Queen Street, Auckland, C. 1 Whitehal! Buildings (Secretary), Upper Queen Street, Auckland, C. 1 Wilson and Horton, New Zealand Herald Office Buildings, Queen Street, Auckland, C. 1 Windsor Buildings (Secretary), Anzac Avenue, Auckland, C. 1 Winstone Ltd., 69 Queen Street, Auckland, C. 1 Wiseman, Frank, Ltd., 170 Queen Street, Auckland, C. 1 Wiseman, Frank, Ltd., 170 Queen Street, Auckland, C. 1
Woolworth's (N.Z.), Ltd., Queen Street, Auckland, C. 1
Woolworth's (N.Z.), Ltd., Karangshape Road, Auckland, C. 2
Wright, A. B., and Sons, Ltd., Wright's Buildings, Fort Street, Auckland, C. 1
Wright, Hugh, Ltd., Queen Street, Auckland, C. 1
Wyndham Chambers (Secretary), Wyndham Street, Auckland, C. 1 Yorkshire Insurance Co., Ltd., Shortland Street, Auckland, C. 1

and

the Auckland City Cleaners, Caretakers, and Liftmen's Industrial Union of Workers (hereinafter called "the union").

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 9th day of April, 1934, and shall continue in force until the 9th day of April, 1935, 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 6th day of April, 1934.

[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 superintendence of labour in connection with the cleanliness of the building or service of the lift.

For the purpose 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 different classes of workers hereinafter named shall not exceed, in the case of caretakers, male cleaners, and liftmen, forty-eight hours per week; female cleaners, forty-five hours per week. One hour shall be allowed for dinner.

(b) 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 or cleaner engages on duties other than those of a caretaker or cleaner 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 his working-time for his employer.

Wages.

3. (a) The minimum rates of wages shall be as follows: For caretakers, £4 1s. 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, £3 13s. per week; for cleaners and liftmen, £3 13s. per week.

(b) Hourly wages: For cleaners and liftmen, 1s. 8½d. 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 settled in manner prescribed by clause 10 hereof.

(d) The following shall be the minimum rates of wages for the following classes of workers: Liftmen, £3 3s. per week; female cleaners, £2 0s. 6d. per week; female cleaners employed by the hour,

1s. 11d. 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) 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.

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 quarter for the first three hours and thereafter time and a half.

(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.

Deductions.

6. No deductions shall be made from the weekly wages herein mentioned except for time lost through the worker's sickness, default, or accident.

Termination of Employment.

7. 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.

8. (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-time 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 above provided in subclause (c) for work done on such holidays.

Implements and Materials.

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

Matters not provided for.

10. 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 either 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 seven days after such decision shall have been communicated to the party desiring to appeal.

Preference.

- 11. (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. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 9th day of March, 1931, but before the coming into force of this award, who is not a member of the union during the currency of this award.
- (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 1s. 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.

12. (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.

13. (a) 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.

(b) Nothing in this award shall apply to a male or female worker under the age of twenty-one years employed to operate a push-button lift having a speed of 150 ft. per minute or less: Provided that such

worker is in receipt of a weekly wage of not less than £1.

This subclause shall not apply to dual-control lifts.

(c) Nothing in this award shall prevent the employment of a male of not less than eighteen years of age, or a female of not less than 1934—5—Awards.

twenty years of age, to relieve a permanent liftman at meal-hours or when temporarily absent through default or sickness for a period not exceeding one day in any week, at such wage as may be agreed upon between the employer and worker concerned.

Scope of Award.

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

Term of Award.

15. This award shall come into force on the 9th day of April, 1934, and shall continue in force until the 9th day of April, 1935.

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 6th day of April, 1934.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. Frazer, Judge.