

**CENTENNIAL EXHIBITION PLAYLAND ATTENDANTS.—
INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 15th day of December, 1939, between the New Zealand (except Northern, Nelson, and Westland) Theatrical and Places of Amusement Employees Industrial Union of Workers (hereinafter called "the union"), of the one part, and the New Zealand Double Grip Tubular Steel Devices Co., Ltd., whose registered office is Centennial Exhibition, Rongotai, Wellington, New Zealand, of the other part (hereinafter called "the employers"), witnesseth that it is hereby agreed by and between the parties hereto as follows:—

1. That the terms and 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.

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SCHEDULE.

Interpretation.

1. This agreement shall apply to the Centennial Exhibition Playland attendants—viz., ticket-sellers, ticket-takers, door-keepers, cashiers, spruikers, commissionaires, and all other attendants.

Hours of Work.

2. The employers shall be at liberty to employ workers under the following arrangements:—

(a) Males of twenty years of age and over—

(i) Thirty-six hours per week:

(ii) Forty hours per week.

(b) Males under twenty years of age and females—

(i) For thirty-two hours per week:

(ii) For forty hours per week.

(c) When employing workers the employers shall make it clear as to what classification a worker is employed under, but shifts may be alternating.

(d) The daily hours shall not exceed eight per day, and not more than five hours shall be worked without an interval of at least half an hour for a meal.

Overtime.

3. (a) Any time worked in excess of eight hours per day shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

(b) Any time worked after midnight (except time spent in cashing in or on the ordinary work of closing down) shall be paid for at double time.

(c) Any time worked in any week in excess of the hours prescribed herein shall be paid for at time and a half rates.

Wages.

4. The following shall be the minimum rates of wages:—

(a) Males—

Male workers employed under subclause (a) (i) of clause 2 shall be paid not less than £4 10s. per week.

Male workers employed under subclause (a) (ii) of clause 2 shall be paid not less than £4 15s. per week.

(b) Youths or females—

Youths or females employed under subclause (b) (i) of clause 2 shall be paid a minimum rate of £2 6s. per week.

Youths or females employed under subclause (b) (ii) of clause 2 shall be paid a minimum rate of £2 10s. per week.

(c) Casuals.—Casuals may be employed at the following minimum rates:—

Females: 1s. 6d. per hour.

Male workers: 2s. 6d. per hour.

A "casual worker" is a worker who is employed for not more than three consecutive days. A casual worker shall be paid for not less than two hours and a half for any one engagement.

Holidays.

5. The following shall be the recognized holidays under this agreement: Christmas Day, New Year's Day, Good Friday, and Anzac Day.

For work performed on any of these beforementioned holidays one extra day's wages shall be paid, and likewise casual workers shall be paid two hours pay for each hour worked.

Termination of Employment.

6. One week's notice of the termination of the employment shall be given by either party in the case of workers for whom a weekly wage is prescribed.

In the case of casual workers one hour's notice of termination of employment shall be given.

Notwithstanding the foregoing, an employer shall be entitled for good cause to dismiss a worker without notice.

Uniforms.

7. When an employer requires a worker to wear a uniform such shall be supplied by the employer, who shall also arrange for its washing, laundering, and repairing. A uniform is a special dress other than a worker's ordinary clothing and the colour and/or style of which is dictated by the employer.

Where an employer requires an attendant to wear dress shirts they shall be deemed to be part of a uniform.

Payment of Wages.

8. Unless otherwise agreed, wages shall be paid during working-hours, and in the case of weekly workers not later than Thursday.

Should any employee be discharged or compelled to leave before the end of the week he shall, unless otherwise agreed, be paid all moneys due to him up to the time of his leaving the employment prior to leaving the job.

Matters not provided for.

9. The essence of this agreement being that on no account whatsoever shall the work be impeded, any dispute in connection with any matter not provided for in this agreement 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 or other person mutually agreed upon, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner or such other person, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Interviewing Employees.

10. The secretary of the union shall be permitted to interview employees at a suitable time to be arranged between the employer and the secretary of the union.

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.)

Term of Agreement.

12. This agreement shall come into force on the 15th day of December, 1939, and shall remain in force until the 14th day of December, 1940.

Signed by the assessors appointed by the union:—

J. FLEMING.

G. W. TEMPERLEY.

Witness—M. J. Reardon, Conciliation Commissioner.

Signed by the assessors appointed on behalf of the employers:—

For and on behalf of Double Grip Tubular Steel Devices, Ltd.:

HENRY SEFF, New Zealand Representative.

W. J. MOUNTJOY.

Witness—M. J. Reardon.

Dated at Wellington, this 15th day of December, 1939.

M. J. REARDON, Conciliation Commissioner.