

DUNEDIN CITY CORPORATION **THEATRICAL CLEANERS AND
CARETAKERS.**—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 9th day of March, 1939, between the Corporation of the Mayor, Councillors, and Citizens of the City of Dunedin (hereinafter referred to as “the employer”), of the one part, and the Dunedin Theatrical and Show Employees’ (other than Stage Hands) Industrial Union of Workers (hereinafter called “the

union"), of the other part, witnesseth that it is hereby mutually agreed between the employer and the union 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. That the said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the 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.

Hours of Work.

1. Forty hours shall constitute a week's work, to be worked to suit the exigencies of the employer, provided that each shift shall consist of eight hours. Any shift, portion of which is worked between the hours of 4 p.m. and 6.30 a.m., shall be of eight hours' duration inclusive of thirty minutes' crib-time, which shall be counted as part of the working-time.

Wages.

2. (a) The minimum wages of cleaners will be £4 12s. 6d. per week.

(b) The foreman cleaner shall receive 10s. per week in addition to the rate prescribed in subclause (a) hereof.

(c) Should any worker be required to act in any capacity in connection with any function for which the Town Hall or Concert Chamber is engaged, he shall be paid the sum of 7s. 6d. for time worked between 7 p.m. and 11 p.m. and 2s. 6d. for extra time worked from 11 p.m. to midnight and 3s. 9d. per hour for all time worked after midnight. In cases where workers are paid by the hirer of the hall and receive less than the rates herein prescribed the Council will make up the difference to the prescribed rate.

(d) Wages shall be paid weekly in cash in the employer's time.

Casual Workers.

3. (a) "Casual workers" are workers who are employed for less than one week.

(b) Casual workers shall be paid not less than 2s. 4d. per hour.

Overtime.

4. All time worked in excess of the hours prescribed in clause 1 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Holidays.

5. (a) The following shall be the recognized holidays which shall be paid for: Christmas Day, Boxing Day, New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, and such other holidays as may from time to time be authorized by the employing body.

(b) All time worked on any of the holidays prescribed in subclause (a) hereof shall be paid for at double time rates.

(c) Should any of the holidays mentioned in subclause (a) fall on a worker's ordinary day off, he shall be allowed the holiday at the earliest convenient date or shall be allowed an ordinary day's pay in lieu thereof.

(d) For any cleaning-work done on Sundays double ordinary rates shall be paid.

(e) Workers shall be allowed ten working-days' holiday annually on full pay.

Sunday Meetings.

6. Should the Town Hall or Concert Chamber be used for any purpose on a Sunday, workers may be employed at work within their ordinary duties (other than cleaning), and shall be paid for attendance and work thereat, and in addition to their weekly wages, as follows: One meeting, 10s.; two or more meetings, 15s. Time paid for under this clause shall not be included for the purpose of computing payment under any other provision of this agreement.

Termination of Engagement.

7. One week's notice of the termination of engagement shall be given by either side of the termination of the engagement of any worker for whom a weekly wage is prescribed.

Matters not provided for.

8. Any dispute in connection with any matter not provided for in this agreement shall be settled between the representative of the employer and the president or secretary of the union, and in default of any agreement being reached, such dispute shall be referred to the Conciliation Commissioner for the district, 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 fourteen days after such decision shall have been communicated to the party desiring to appeal.

Right of Entry.

9. The employer shall permit the secretary or other authorized officer of the union to enter the premises of the employer at reasonable times and there interview workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union.

10. (a) It shall not be lawful for the employer 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 registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided that any non-unionist may be continued in any position or employment 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 of age or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed 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.)

Scope of Agreement.

11. This agreement shall be restricted to the workers employed by the Dunedin City Corporation in connection with the caretaking and cleaning of the Town Hall, offices, and Concert Chamber.

Term of Agreement.

12. This agreement shall come into force on the 1st day of October, 1938, and shall continue in force until the 1st day of October, 1940.

In witness whereof the common seal of the Corporation of the Mayor, Councillors, and Citizens of the City of Dunedin, as employer, was hereunto affixed in the presence of—

[L.S.]

A. J. ALLEN, Mayor.

W. B. TAVERNER, Councillor.

In witness whereof the common seal of the Dunedin Theatrical and Show Employees (other than Stage Hands) Industrial Union of Workers was hereunto affixed in the presence of—

[L.S.]

H. C. VINCE.

J. ROBINSON.
