

DUNEDIN CITY CORPORATION **THEATRICAL CLEANERS AND
CARETAKERS.**—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Dunedin Theatrical and Shows Employees (other than Stage Hands) Industrial Union of Workers (hereinafter called “the union”) and the undermentioned Corporation (hereinafter called “the employers”) :—

Dunedin City Corporation.

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 on the 17th day of March, 1941, and shall continue in force until the 17th day of March, 1943, 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 13th day of March, 1941.

[L.S.]

A. TYNDALL, Judge.

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 shall be £4 14s. 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 award.

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 award 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 any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award 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 award: Provided, however, that any non-unionist may be continued in

any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award 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 award 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.)

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.

Increase in Rates of Remuneration.

12. All rates of remuneration, including time and piece wages and overtime and other special payments, provided for in this award shall be subject to the provisions of the general order dated the 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Scope of Award.

13. This award 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 Award.

14. This award shall come into force on the 17th day of March, 1941, and shall continue in force until the 17th day of March, 1943.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 13th day of March, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The only matters referred to the Court related to wages and the term of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council. Mr. Prime is not convinced that the increase in wages is warranted, but makes no formal dissent.

Mr. Monteith disagrees with the Court's decision as to wages, and his dissenting opinion is subjoined.

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. MONTEITH.

I am not in agreement with the rate awarded, which, in my opinion, is too low, and on this account I dissent.