

**NORTHERN, WELLINGTON, CANTERBURY, AND OTAGO AND
SOUTHLAND CLEANERS, CARETAKERS, LIFT ATTENDANTS,
AND WATCHMEN.—AWARD**

[Filed in the Office of the Clerk of Awards, Auckland]

In the Court of Arbitration of New Zealand, Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Federated Caretakers, Cleaners, Lift Attendants, and Watchmen's Industrial Association of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT

Brooklyn Flats, Emily Place, Auckland.

Bank of New Zealand, Ltd., Hamilton.

Court, John, Ltd., Queen Street, Auckland.

Cooke, W. R., and Son, Ltd., Queen Street, Auckland.
Lakesyde Flats, Rotorua.
Whangarei Borough Council, Whangarei.

WELLINGTON INDUSTRIAL DISTRICT

Australian Mutual Provident Society, Customhouse Quay, Wellington.
Bank of New South Wales, Rangitikei Street, Palmerston North.
Blythwood Flats, Ltd., Willis Street, Wellington.
Commercial Club, St. Hill Street, Wanganui.
de Havilland Aircraft Co. of New Zealand, Ltd., Rongotai, Wellington.
Vacuum Cleaning Co., Ltd., 96 Courtenay Place, Wellington.
Wakefield Chambers, Ltd., Maria Place, Wanganui.

CANTERBURY INDUSTRIAL DISTRICT

Abels Ltd., 132 Lichfield Street, Christchurch.
Epworth Chambers (Secretary), 173 Hereford Street, Christchurch.
His Majesty's Theatre Buildings, Ashburton.
Kirk and Summers, 183 Cashel Street, Christchurch.
New Zealand Insurance Co., 90 Hereford Street, Christchurch.
Smithson and Smithson, 82 Hereford Street, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Alliance Assurance Co., Ltd., Bond Street, Dunedin.
Bell Hill Chambers, Moray Place, Dunedin.
Hallenstein Bros., Ltd., Princes Street, Dunedin.
Stokes Buildings, Princes Street, Dunedin.
Whitcombe and Tombs, Ltd., Princes Street, Dunedin.

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 1st day of January, 1945, and shall continue in force until the 1st day of January, 1946, 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 20th day of December, 1944.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Definitions

1. (a) For the purpose of this award the following definitions shall apply: a "caretaker" is an employee in charge of a building, or who acts as agent in regard to and is responsible to the owner for the cleanliness, safety, 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 the service of the lift.

(b) A "cleaner" is an employee who does cleaning of any kind and who does not come within the definition of "caretaker."

(c) A "lift attendant" is an employee who is substantially employed in attending to and giving service in a lift: Provided, however, that a worker employed part time as a lift attendant and part time cleaning shall be paid the wages specified for a cleaner lift attendant.

(d) A "watchman" is an employee who is employed for the purpose of protecting the property of the employer, or who is responsible for the safety and good conduct of the buildings and their contents, or who is employed as a gate-keeper, watchman, or patrolman.

(e) A "lift-controller" is an employee employed where there are three or more lifts in use and whose duties are substantially to direct customers to the lifts and to supervise the lift attendants.

Hours of Work

2. (a) Except as otherwise provided, the ordinary hours of work for all classes of workers covered by this award shall not exceed forty hours in any one week or eight hours in any one day: Provided that if the hours of work in the establishment in which a lift attendant is employed are more than forty, then such lift attendant shall work the hours of the establishment, and in such case he shall be paid, in addition to the weekly wages specified herein, ordinary time rate assessed on an hourly basis in respect of any time worked in excess of forty hours up to forty-four hours, and thereafter at overtime rates as prescribed in clause 4 hereof. In the case of lift attendants employed under this proviso, the day's work shall be continuous from the time of starting work, save only for intervals for meals. Meal intervals shall not be longer than one hour for lunch and tea.

(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) (i) Where a caretaker or cleaner in the Northern Industrial District engages 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.

(ii) Where a worker covered by this award in the Wellington, Canterbury, and Otago and Southland Industrial Districts engages in duties not covered by this award for his employer or in any duties for another employer or tenant in the building, the time so occupied shall not be considered as a portion of his working-time for the purposes of this award.

(d) As far as possible the hours of work for weekly workers employed as cleaners shall be continuous from the time of starting work, save for the interval for meals, which shall be not longer than one hour nor less than thirty minutes. Where the daily working-hours of such workers are not continuous, the worker shall be paid 1s. per day extra.

(e) Notwithstanding anything hereinbefore contained, a cleaner shall be entitled to payment at overtime rates for any time worked in excess of eight hours in any one day.

Wages

3. (a) The minimum rates of wages shall be as follows:—

	Weekly.			Hourly.	
	£	s.	d.	s.	d.
Caretakers	5	2	6
Cleaners (male)	4	15	0	2	5½
Cleaner lift attendant	4	15	0	2	5½
Lift-controllers	4	17	6
Lift attendant	4	13	6
Cleaners (female)	2	18	4	1	11

(b) If an employer provides a worker with living-quarters comprising not less than one living-room, one bedroom, a scullery, and bathroom in the building in which he is employed, the employer shall not deduct a greater sum than 15s. per week from the worker's wages as rent for the said accommodation, nor shall the employer charge the worker a greater sum than 15s. per week on account of same. No charge shall be made for less accommodation than that before stated.

(c) Cleaners permanently employed whose work is substantially performed between the hours of 8 p.m. and 6 a.m. shall be paid 2s. per night extra.

(d) In the Northern Industrial District only, a female caretaker in charge of flats and provided with accommodation on the premises shall be paid not less than the following rates:—

If in charge of ten to fifteen flats: £2 13s. 4d. per week and free accommodation.

If in charge of fifteen to twenty flats: £3 3s. per week and free accommodation.

If in charge of over twenty flats: Male caretaker's rate, £5 2s. 6d. per week.

No deduction shall be made from the rates of pay in this subclause on account of accommodation provided where a caretaker is in charge of less than twenty-one flats.

(e) Nothing in this award shall be construed as prohibiting workers from doing relieving duty of not more than two hours per day at other than their usual occupation without alteration in their usual weekly wages, provided that not more than the weekly hours fixed in clause 2 hereof are worked.

(f) Workers required to work 20 ft. from the ground or floor or from 20 ft. above a veranda shall be paid 1s. 6d. extra per day or portion of a day unless a suitable staging is erected.

(g) This award shall not operate so as to reduce the wage of any worker during his or her present employment.

(h) If a female is employed as a lift attendant she shall be paid the rate fixed in this award for a male lift attendant—namely, £4 13s. 6d. per week: Provided, however, that a female employed as a lift attendant on 31st March, 1938, may continue in her same employment so long as she is paid not less than £2 15s. per week: Provided, further, that to meet the exigencies of the war situation and for the duration of the war only, female lift attendants may be employed in any district where a male worker is not available; but before the engagement of the said female the appropriate district union secretary shall be requested to provide a suitable male lift attendant.

The rate of pay for temporary female lift attendants employed under this clause shall be not less than £3 per week.

This latter proviso is inserted without prejudice to any future negotiations.

(i) Workers placed in charge of five or more workers shall be paid 1s. per day or portion of a day extra.

(j) Wages shall be paid weekly during the working-hours and not later than Thursday.

(k) No deductions shall be made from the weekly wages herein mentioned except for time lost through the worker's sickness, default, or accident not arising out of or in the course of the employment.

(l) Any worker required to perform work for which a higher rate is prescribed shall be paid the higher rate for the period of such work.

(m) Watchmen: Watchmen shall be paid not less than £5 5s. per week. Watchmen regularly employed as such shall work, if required, six watches per week, and shall have an annual holiday of a fortnight on full pay for each twelve months' complete service. The times within which they shall work shall not be governed by clause 2 hereof, and their hours shall be forty-eight per week. Overtime at the rate provided in clause 4 (a) shall be paid on the weekly hours worked in excess of forty-eight. Clauses 6 and 7 shall not apply to watchmen, who shall be allowed—

(a) The nine named holidays in clause 6 on full pay; or

(b) An extra day's pay for each such day worked; or

(c) A day added to the fortnight's annual leave for each such day worked.

Overtime

4. (a) All time worked in excess or outside 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 worker shall be required to work for more than four and a half hours without a meal.

(c) Where a worker, by reason of being required to work overtime, is unable to get home for a meal, he shall be paid meal-money at the rate of 1s. 9d. per meal.

(d) Except in the case of watchmen, all overtime shall be calculated daily.

Increase in Rates of Remuneration

5. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the remuneration of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in rates of remuneration provided by the order referred to in (a) hereof applied to the unexcluded portion of the remuneration of each worker, irrespective of his or her total weekly remuneration.

(3) The term "rates of remuneration" includes time and piece wages and overtime and any other special payments. The term "remuneration" means actual earnings, including time and piece wages and overtime and any other special payments.

Holidays

6. (a) The following holidays shall be given to all weekly workers and paid for at ordinary time: New Year's Day, Good Friday, Easter Monday, Anniversary Day (or another day in lieu thereof), Labour Day, Anzac Day, the birthday of the reigning Sovereign, Christmas Day, and Boxing Day. All time worked on holidays shall be paid for at double time rates in addition to the weekly wage.

(b) Hourly workers employed for at least fourteen days immediately prior to the holiday shall be paid as in the case of weekly workers, and work performed on any of these days shall be paid for at ordinary time rates in addition to the ordinary daily wage.

(c) All workers with the exception of watchmen shall be paid double time rates for Sunday work, provided, however, that in the case of caretakers, only work which is specifically required by the employer to be performed on Sunday shall be so paid for.

In the event of watchmen who have already completed their forty-eight-hour week being called upon to perform Sunday work, they shall be paid double time rates for such Sunday work.

(d) Should any of the foregoing holidays, other than Anzac Day, fall on a Sunday, it shall be observed on the following Monday; and in the event of another holiday falling on such Monday, such other holiday shall be observed on the following Tuesday.

Annual Holidays

7. (a) Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act, 1944.

(b) Except where otherwise agreed to, at least seven days' notice shall be given to the worker that his or her holidays are to be taken.

(c) The time of taking such holidays shall be mutually agreed upon by the worker and the employer.

(d) Subclauses (b) and (c) of this clause shall be read subject to the provisions of the Annual Holidays Act, 1944.

Termination of Engagement

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

General Conditions

9. (a) No female cleaners shall be required to undertake the cleaning of men's lavatories where male cleaners are employed in the same building.

(b) Transport shall be provided for workers who are required to commence before the ordinary means of transport commence or leave off work after the ordinary means of transport cease.

(c) When a worker is required to wear a special uniform or uniform coat, it shall be supplied or paid for by the employer.

Implements and Materials

10. (a) Employers shall provide all implements and materials, including mops and wringer buckets, where necessary for the purpose of carrying out the work covered by this award.

(b) Where practicable, hot water shall be supplied at all times when scrubbing is to be done.

(c) The employer shall supply gum boots if workers are required to wear them in the course of their employment.

Matters not provided for

11. The essence of this award being that the work of the employers shall not be impeded in any manner whatsoever nor the wages of the workers be stopped on any account whatsoever, but the work and payment of wages proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court of Arbitration against a decision of any such committee within fourteen days after such decision has been made known to the party desirous of appealing.

Time and Wages Book

12. (a) Every employer bound by this award shall keep a time and wages book in which shall be correctly recorded (i) the name of every worker employed, (ii) the kind of work in which he or she is employed, (iii) the daily hours of his or her employment, and (iv) the wages paid each week.

(b) Each employee shall keep a record of the daily hours worked by him, and shall hand in to his employer weekly a signed time-sheet showing details of such hours.

Right of Entry upon Premises

13. The secretary or other authorized officer of the union shall be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union

14. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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

15. (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

16. This award shall apply to caretakers, cleaners, lift attendants, cleaner lift attendants, lift-controllers, watchmen, or patrolmen in any building, business premises, or residential flat, and also to lift attendants and to workers specifically engaged as cleaners only employed in retail shops by employers bound by this award; but this award shall not apply to workers employed as porters under the Retail-shop Assistants' or the Retail Hardware-shop Assistants' awards, or in the Northern Industrial District to female caretakers employed in flats and living on the premises if the number of flats under her care is less than ten, or to workers the substantial part of whose duties come within the scope of any other awards or industrial agreements, or to workers employed as caretakers in connection with the grounds and tracks of any racecourse or trotting course, or to workers employed as beach or motor-camp attendants.

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 twenty years of age, to relieve a permanent lift attendant at meal-hours or when temporarily absent through the worker's 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 the worker concerned.

Scope of Award

17. This award shall operate throughout the Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts.

This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Term of Award

18. This award shall come into force on the 1st day of January, 1945, and shall continue in force until the 1st day of January, 1946.

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 20th day of December, 1944.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The principal matters referred to the Court related to hours of work, wages, holidays, time and wages book, and term of award. In making the award the Court has recognized the restrictions imposed upon it by the Economic Stabilization Emergency Regulations 1942.

With regard to the employers' counter-proposal for special conditions in respect of watchmen employed by Wilson and Horton, Ltd., Auckland, the Court has decided that the company shall be exempted from the award pending a hearing of the matter in Auckland.

Mr. Prime is not in agreement, and his dissenting opinion follows.

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. PRIME

It was not alleged that any changes have taken place in the general conditions of work since the last award was made, and the workers concerned have received the cost-of-living increases in common with other award workers. I therefore cannot agree that hours of work should be shortened and wages increased, as has been done by this award.