

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

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Economic Stabilization Regulations 1950; and in the matter of the industrial agreement made on the 7th day of August, 1951, between the Dunedin City Council and the Dunedin Theatrical and Shows Employees (Other than Stage Hands) Industrial Union of Workers.

WHEREAS by the Economic Stabilization Regulations 1950 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 7th day of August, 1951, between the Dunedin City Council, of the one part, and the Dunedin Theatrical and Shows Employees (Other than Stage Hands) Industrial Union of Workers, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 25th day of September, 1951.

[L.S.]

A. TYNDALL, Judge.

DUNEDIN CITY CORPORATION THEATRICAL CLEANERS AND CARETAKERS.—  
INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 7th day of August, 1951, between the Dunedin City Council (hereinafter called "the employer") of the one part and the Dunedin Theatrical and Shows 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:—

SCHEDULE

*Hours of Work*

1. (a) 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 and provided that cleaners at the tepid baths may be employed for forty hours per week spread over six days with not more than eight hours to be worked in any one day without the payment of overtime.

(b) 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, provided that this subclause shall not apply to the cleaners at the tepid baths.

(c) No worker shall be called upon to work for a lesser period than two hours at any one period.

(d) Ten minutes shall be allowed for rest and refreshments within each morning's work.

*Wages*

2. (a) The minimum wages shall be £7 13s. 4d. per week.

(b) For any shift in which any part is worked outside the hours of 6.30 a.m. to 5 p.m. an extra 3s. shift allowance shall be paid, provided that this subclause shall not apply to the cleaner at the tepid baths.

(c) One day shift worker shall be designated "leading hand" whilst employed in the Town Hall and Concert Chamber, and shall be responsible for seeing that the Custodian's orders are carried out and generally to act as charge hand in the absence of the Custodian from the job. An extra payment of 1s. 6d. per day shall be made to the man on day shift who is leading hand for the day.

(d) Should any worker be required to work in any capacity in connection with any function in the Town Hall, Concert Chamber or municipal chambers, he shall be paid 15s. for any function the duration of which does not exceed four hours and which does not extend beyond 11 p.m. plus an additional 5s. for any work between 11 p.m. and midnight and 7s. 6d. per hour or part thereof after midnight. For any such work on a Sunday the rate shall be 18s. for a function not exceeding three hours duration and 9s. per hour or part thereof thereafter.

(e) Wages shall be paid fortnightly 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 3s. 10d. per hour.

*Overtime*

4. Overtime shall be calculated on a daily basis and all time worked in excess of the normal hours of work on any day shall be paid 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, the day following that upon which New Year's Day is observed, Anniversary Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Anzac Day, 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 prescribed in subclause (a) hereof except Anzac Day 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 two weeks' holiday annually on full pay.

*Termination of Employment*

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

*General Orders of the Court of Arbitration*

7. The wages and other payments provided for in this agreement shall be varied up or down in accordance with any order of the Court of Arbitration of New Zealand, the variation as at this date being an increase of 15 per cent as set out in the order dated 30th January, 1951.

*Wet Work*

8. Gum boots shall be provided for workers required to work in wet places.

*Matters Not Provided For*

9. Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer and the 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.

*Workers to be Members of the Union*

10. It shall not be lawful for the employer to employ or to continue to employ in any position covered by this agreement any person who is not for the time being a member of the Dunedin Theatrical and Shows Employees' (Other than Stage Hands) Industrial Union of Workers.

*Under-rate Workers*

11. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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. Any such inspector or other person in so fixing such wage shall have regard to the worker's capabilities, 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 the 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 periods 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 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 the worker pursuant hereto.

(e) It shall be the duty of the employer before employing a worker at such lower wage to examine the permit or agreement by which such wage is fixed.

*Right-of-Entry*

12. 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.

*Scope of Agreement*

13. This agreement shall be restricted to workers employed by the Dunedin City Council in connection with the cleaning of the Town Hall, Municipal Chambers, Concert Chamber, and Tepid Baths.

*Term of Agreement*

14. This agreement shall in so far as wages are concerned be deemed to have come into force on the first day of June, 1951, and in so far as the other conditions of the agreement are concerned it shall come into force on the day of the date of approval by the Court of Arbitration, and shall continue in force until the thirty-first day of January, 1953.

Signed on behalf of the Dunedin City Council—

J. C. LUCAS, Town Clerk.

Signed on behalf of the Dunedin Theatrical and Shows Employees' (Other than Stage Hands) Industrial Union of Workers—

W. C. McDONNELL, Secretary.