

DUNEDIN CITY CORPORATION **CLEANERS (TOWN HALL AND BATHS)—**
INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 24th day of November, 1954, 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 cleaner 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 £9 11s. 8d. per week for male cleaners.
- (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. 6d. shift allowance shall be paid, provided that this sub-clause shall not apply to the cleaner at the Tepid Baths.
- (c) The Foreman Cleaner in the Town Hall and Concert Chamber 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, for which he shall receive an extra payment of 4d. per hour.
- (d) Female cleaners may be employed on an hourly basis at the rate of 4s. per hour.
- (e) 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 18s. 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. 9d. for any work between 11 p.m. and midnight and 8s. 8d. per hour or part thereof after midnight. For any such work on a Sunday the rate shall be £1 for a function not exceeding two hours duration and 10s. 4d. per hour or part thereof thereafter.
- (f) Wages shall be paid fortnightly in cash in the employer's time.

Increase in Rates of Remuneration

3. The rates of remuneration determined by this agreement shall be increased to the extent and in the manner prescribed by the general orders of the Court made under the Economic Stabilization Regulations 1953, and dated the 19th day of November, 1953, and the 28th day of October, 1954, respectively.

(EXPLANATORY NOTE.—The general order of the 19th November, 1953 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 10 per cent thereof.

The general order of the 28th October, 1954, revoked the general order of the 19th November, 1953, and increased rates of remunerations determined by awards and industrial agreements by an amount equal to 13 per cent thereof with effect from the 18th day of November, 1954.

Both orders excluded from the scope of increases:—

- (1) Such portion of the remuneration of each worker in each week as exceeded the amount of £12 in the case of adult male workers, the amount of £9 in the case of adult female workers, and the amount of £7 in the case of male and female workers under the age of 21 years; and
- (2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term "remuneration" means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commissions, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

Casual Workers

4. (a) Casual male workers are workers who are employed for less than one week.
- (b) Casual male workers shall be paid not less than 4s. 9½d. per hour.

Overtime

5. 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

6. (a) The following shall be the recognised 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 or a day in lieu of 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 sub-clause (a) hereof shall be paid for at double time rates.

(c) Should any of the holidays prescribed in sub-clause (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; provided that every worker who has completed 10 years' service with the employer shall be allowed an additional week's annual leave on full pay.

Termination of Employment

7. 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.

Wet Work

8. Gumboots 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 any other such 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 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 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 as to interfere unreasonably with the employer's business.

Transport

13. Transport shall be provided for workers required to work until after the cessation of public transport.

Scope of Agreement

14. 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

15. This agreement shall in so far as wages are concerned be deemed to have come into force on the first day of November, 1954, and in so far as the other conditions of the agreement are concerned it shall come into force on the day of the making hereof and shall continue in force until the thirty-first day of October, 1956.

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.