

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

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; 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 under-mentioned boards, councils, persons, firms, and companies (hereinafter called "the employers"):

NORTHERN INDUSTRIAL DISTRICT

Auckland City Council, Town Hall, Queen Street, Auckland.
Crothall and Co. (Auckland) Ltd., 24 Ponsonby Road, Auckland.
Farmers' Trading Co. Ltd., Hobson Street, Auckland.
New Zealand Night Patrols Ltd., 42 Upper Queen Street, Auckland.
Northern Steamship Co. Ltd., Quay Street, Auckland.
Union Steamship Co. Ltd., Quay Street, Auckland.

TARANAKI INDUSTRIAL DISTRICT

Crothall and Co. (Manawatu) Ltd., 20 Currie Street, New Plymouth.
Eltham Borough Council, Eltham.
Newton King Ltd., New Plymouth.
New Plymouth High School Board of Governors, P.O. Box 187, New Plymouth.
New Zealand Insurance Co. Ltd., New Plymouth.
Opunake Borough Council, Opunake.
Stratford Borough Council, Stratford.
Taranaki Education Board, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Australian Mutual Provident Society, Customhouse Quay, Wellington.
 Bank of New South Wales, Rangitikei Street, Palmerston North.
 Bank of New Zealand, Lambton Quay, Wellington.
 Caine, J., P.O. Box 598, Wellington.
 Union Steamship Co. Ltd., Customhouse Quay, Wellington.
 Vacuum Cleaning Co. Ltd., 96 Courtenay Place, Wellington.
 Wakefield Chambers Ltd., Maria Place, Wanganui.
 Wellington City Council, Town Hall, Wellington.
 Wellington College Board of Governors, W. A. Stuart, Secretary, A.M.P. Building,
 Wellington.
 Wellington Technical College Board of Governors, Wellington.

CANTERBURY INDUSTRIAL DISTRICT

Board of Governors, Christchurch Boys' High School, 115 Cashel Street, Christchurch.
 Board of Governors, Christchurch Girls' High School, 115 Cashel Street, Christchurch.
 Canterbury University Student's Association, 39 Hereford Street, Christchurch.
 Canterbury University Council, corner of Montreal and Worcester Streets, Christchurch.
 Canterbury Museum Trust Board, Rolleston Avenue, Christchurch.
 Crothall and Company Ltd., 112 Wordsworth Street, Christchurch.
 Crown Security Services, 327 Tuam Street, Christchurch.
 Crown Crystal Glass Proprietary Ltd., Shands Track, Hornby, Christchurch.
 Dunlop New Zealand Ltd., 126 Oxford Terrace, Christchurch.
 Epworth Chambers (Secretary), 173 Hereford Street, Christchurch.
 Firestone Tyre and Rubber Co. of N.Z. Ltd., 84 Langdons Road, Christchurch.
 His Majesty's Theatre Building, Ashburton.
 Kaiapoi Woollen Manufacturing Company Ltd., 30 Manchester Street, Christchurch.
 New Zealand Insurance Co. Ltd., 96 Hereford Street, Christchurch.
 St. Andrews College, Papanui, Christchurch.
 Vacuum Blue Ladder Co. Ltd., 315 Hereford Street, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Alliance Assurance Co. Ltd., 19 Bond Street, Dunedin.
 Bank of New Zealand, 1 Tay Street, Invercargill.
 Dunedin City Council, Town Hall, Dunedin.
 Dunedin Window and Vacuum Cleaning Co., 30 Great King Street, Dunedin.
 King Edward Technical College Board, Stuart Street, Dunedin.
 New Zealand Express Co. Ltd., 7-11 Bond Street, Dunedin.
 Otago High Schools Board, 89 Great King Street, Dunedin.
 Southland Technical College Board, Tay Street, Invercargill.
 Union Steamship Co. Ltd., 38 Walter Street, Dunedin.
 Waitaki High School Board, 82 Thames Street, Oamaru.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 as hereinafter provided and shall continue in force until the 30th day of September 1964 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 2nd day of October 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Definitions

1. For the purpose of this award the following definitions shall apply:

- (a) A "caretaker" shall be deemed to be an employee who is substantially employed in any of the following duties: 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 property, or who is responsible for the safety and good conduct of 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 to watchmen, 40 hours shall constitute a week's work to be worked on five days of the week, Monday to Saturday inclusive. Not more than eight hours shall be worked in any one day without payment of overtime. Should a worker be required to work on the sixth day in any one week, he shall be paid as specified in subclause (a) of clause 4, except that in cases where one half day off is given during the week, he may be worked on Saturday morning as part of the ordinary 40-hour week.

(b) *Watchmen*—(i) The hours of work for watchmen shall be 40 per week.

(ii) A "week" shall mean seven consecutive days.

(iii) Not more than five shifts shall be worked in any one week without the payment of overtime.

(iv) When five shifts are worked in a week, a shift shall be of eight hours.

(v) A lesser number of shifts than five may be worked by arrangement between the workers concerned after approval by the union and the employer.

(vi) Should any difficulty arise, the matter shall be referred for decision to a disputes committee set up under the provisions of clause 10 of this award.

(vii) To meet special circumstances watchmen may be employed on an hourly basis at a rate to be arranged between the union and the employer.

(c) Where a man and wife are jointly engaged for a position the hours of work shall be computed separately.

(d) As far as possible the hours of work for workers shall be continuous from the time of starting work save for the interval for meals, which shall be not more than one hour nor less than 30 minutes.

(e) No worker shall be required to work for more than four and a half hours without a meal.

(f) 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.

(g) Where a worker covered by this award 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.

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

	Weekly			Hourly	
	£	s.	d.	s.	d.
Caretakers in charge of five or more other workers	14	0	0		
Caretakers	13	0	0		
Cleaners (male)	12	3	4	6	1
Cleaner lift attendants	12	3	4	6	1
Lift controllers	12	7	6		
Lift attendant	12	3	4		
Cleaners (female)	8	12	6	4	11½
Watchmen	12	16	8		

(b) (i) If an employer provides a worker with living-quarters comprising not less than one living room, one bedroom, a kitchen, 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.

(ii) If an employer provides a worker with living-quarters outside the building in which the worker is employed the rent to be deducted shall be negotiated between the union representative and the employer. If an agreement is not reached the matter shall be decided under the disputes clause.

(c) Cleaners regularly employed whose work is substantially performed between the hours of 8 p.m. and 6 a.m. shall be paid 5s. 1d. per night extra. For the purposes of this subclause "substantially" shall mean more than 50 per cent.

(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 five to 15 flats: £8 5s. per week and free accommodation.

If in charge of 15 to 20 flats: £9 per week and free accommodation.

If in charge of over 20 flats: Male caretaker's rate £13 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 21 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 verandah shall be paid 3s. 10d. 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 while he or she remains in his or her present position of employment.

(h) Workers (other than caretakers) placed in charge of five or more workers shall be paid 3s. 2d. per day or portion of a day extra.

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

(j) 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.

(k) 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.

(l) Workers who are instructed to use their own bicycles in the course of their employment shall be paid an allowance of 3s. 6d. per week.

(m) Where the daily hours of workers are not continuous they shall be paid 3s. 5d. per day extra. This subclause shall not apply to resident caretakers.

Overtime

4. (a) All time worked in excess or outside of the hours prescribed in subclauses (a) and (b) of 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) Where a worker is required to work overtime for more than one and a half hours after completing his usual day's work the employer shall pay him the sum of 5s. meal money.

(c) All overtime shall be calculated daily, except for watchmen, whose overtime shall be computed on a weekly basis.

(d) Except for watchmen, all work performed on Saturday afternoon shall be paid for at the rates prescribed for overtime in subclause (a) of this clause.

Holidays

5. (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. Except in the case of watchmen, all time worked on holidays shall be paid for at double time rates in addition to the weekly wage.

(b) Should any of the holidays mentioned in subclause (a) of this clause, except Anzac Day, fall on a Saturday or a Sunday, such holiday shall be observed on the next succeeding working day.

(c) The employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him during the fortnight ending on the day of any holiday referred to in subclause (a) of this clause.

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

(e) *Watchmen*—For work done on a Sunday or any of the holidays specified in subclause (a) of this clause, which form part of the 40 hour week, a watchman shall be paid ordinary time rates in addition to his ordinary weekly wage. Time worked on a Sunday or on any of the aforementioned holidays in excess of the 40 hours shall be paid for at double time rates.

Annual Holidays

6. (a) Annual leave shall be granted in accordance with the Annual Holidays Act 1944: Provided, however, that on completion of 10 years' continuous service with the same employer and/or his successors, and on the completion of every subsequent year after the aforesaid 10 years of service, the period of annual leave shall be three weeks. The qualifying period for the commencement of this provision shall be the date of the commencement of employment.

(b) Except where otherwise agreed to, at least 21 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 Employment

7. 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. Where the employment is terminated without the requisite notice, or without good cause, one week's wages shall be paid or forfeited as the case may require.

General Conditions

8. (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.

(d) Safety devices shall be available for workers required to work more than 20 ft from the ground, floor, or verandah. The employer shall insist upon safety devices being used for all work performed more than 20 ft from the ground, floor, or verandah. Should a worker fail to utilise the safety devices so provided it shall be deemed to constitute "good cause" as in the meaning of clause 7 hereof.

(e) Workers required to do unusually dirty work shall be paid 3s. 2d. extra for each day or part thereof whilst so employed and shall be provided with overalls and gloves.

(f) Workers shall be granted a rest period of 10 minutes in each period of four hours work.

(g) Cleaners employed in rubber factories coming into contact with carbon black shall be paid 9d. per hour extra with a minimum payment of 4s. per day. This subclause shall not be subject to the payment prescribed in subclause (e) of this clause.

(h) Where a worker is directed by his employer to use his own car and, providing such worker is willing, he shall be paid 9d. per mile, and he shall be responsible for arranging the appropriate insurance.

Implements and Materials

9. (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 gumboots if workers are required to wear them in the course of their employment, and raincoats shall be made available where required.

(d) The employer shall provide facilities at his place of business for the storing of implements and materials; and facilities for the worker to change his clothes and, if necessary have his meal.

(e) Where practicable a heater shall be supplied in all lifts in which an attendant is employed.

Matters Not Provided For

10. 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 14 days after such decision has been made known to the party desirous of appealing.

Unqualified Preference

11. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Notification

12. (a) It is a condition of employment under this award that the worker shall pay all union dues to the employer, who shall remit them to the appropriate union. By arrangement with the union, the employer may deduct union dues from the wages of workers.

(b) The employers shall, upon request, supply to the union a list of all workers employed by them coming within the jurisdiction of this award: Provided that such requests shall be made at intervals of not less than once in every six months.

Under-rate Workers

13. (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 14 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.

Time and Wages Book

14. (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. The employer shall provide the time-sheets.

Right of Entry Upon Premises

15. The secretary or other authorised 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.

Partial Exemption

16. The Canterbury Museum Trust Board shall be at liberty to employ part-time patrolmen on Saturdays and Sundays only, provided such workers are not members of the regular staff of the museum and provided such workers are paid not less than the following rates of pay whilst so employed:

For all work performed on Saturdays: 8s. 5d. per hour.

For all work performed on Sundays: 12s. 8d. per hour.

The board shall be exempted from the provisions of clause 2 (a), 3 (a), and 5 (e) of this award accordingly.

Application of Award

17. 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, workers employed by cleaning contractors, and also 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' Awards, 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 18 years of age, or a female of not less than 20 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

18. This award shall operate throughout the Northern, Taranaki, 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 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

19. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the working week in each establishment commencing on or after the 10th day of September 1962, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of September 1964.

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 2nd day of October 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement

arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 11 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

The rates of remuneration prescribed by this award are *not* to be increased by the application of the provisions of the Court's general order of 4 July 1962.

K. G. ARCHER, Judge.
