

DUNEDIN CITY COUNCIL WOMEN'S REST ROOM ATTENDANTS—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 1954, this 18th day of February 1963, between the Dunedin City Corporation (hereinafter called "the employer") of the one part and the Dunedin Liftmen, Cleaners, and Caretakers 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

Scope and Application of Agreement

1. This agreement shall apply only to females employed in the women's rest rooms established and controlled by the Dunedin City Council.

Hours of Work

2. (a) The maximum number of hours of work, exclusive of overtime, to be worked by any worker bound by this agreement and employed at the Octagon Rest Rooms or at the South Dunedin Rest Rooms shall be 40 per week, to be worked on any five days of the week in accordance with a roster prepared by the Chief City Health Inspector and approved by the union.

(b) The maximum number of hours exclusive of overtime to be worked by the permanent attendant at the Gardens shall be 45 per week from 1 October to 31 March inclusive and shall be 35 per week from 1 April to 30 September inclusive in accordance with a roster prepared by the Chief City Health Inspector and approved by the union. The roster shall provide for work on seven days of the week in alternate weeks.

Salaries

3. (a) The minimum salaries for workers coming within the scope of this agreement shall be as detailed hereunder:

	Per Annum £
Attendants, South Dunedin	455
Attendants, Gardens	515
Attendants, Octagon	535
Senior Attendant, Octagon	565

(b) The salaries and allowances provided for in subclause (a) of this clause and subsequent clauses shall not be subject to the general order of the Court of Arbitration dated the 4th day of July 1962, which increased rates of remuneration determined by awards and industrial agreements by an amount equal to 2½ per cent thereof.

(c) Each employee covered by this agreement and who, as at the date of the making thereof, has been employed continuously for one year or more or who subsequently completes one year of employment under this agreement shall be paid £13 per annum in addition to her ordinary salary.

(d) The employer may employ part-time workers at any rest room for a maximum of 25 hours in any one week. Such part-time workers shall be paid at a rate calculated *pro rata* on the weekly rate for full-time employees at the same rest room plus 10 per cent.

Overtime

4. (a) Overtime shall be calculated on a daily basis and all time worked in excess of the hours provided for in the roster for any one day shall be paid at time and a half for the first three hours and double time thereafter provided that all Saturday and Sunday overtime shall be paid for at double time rates.

(b) For the purpose of calculating overtime, any overtime under half an hour shall count as a full half hour and any overtime under an hour but over half an hour shall count as a full hour worked.

(c) The employer shall pay 5s. as meal money to each worker required to take an interval for a meal after the usual stopping time and before commencing to work overtime provided that this allowance shall not be paid to the worker who has been given 24 hours' notice that she will be required to work overtime if she can reasonably return to her home for a meal within the interval allowed.

Holidays

5. (a) Except as provided in subclause (b) hereof, all employees shall be entitled to the following holidays without deduction of pay, viz: New Year's Day, the day following New Year's Day, Anniversary Day or a day in lieu thereof by mutual agreement, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day.

(b) When any employee is required to be on duty on any of the holidays or portion of the holidays above prescribed, she shall be paid at double time rates for all time worked. The payment of double time referred to in this subclause shall be in addition to the ordinary wage which is payable for a statutory holiday.

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

(d) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944, provided that where any worker bound by this agreement is regularly required to work on a roster covering seven days per week she shall receive three weeks' annual holiday after each year's service.

(e) Any employee who has completed or who completes 10 years' continuous service with the city council shall be allowed an additional week's annual leave on full pay in respect to the tenth and subsequent years of service. An employee not completing a full year of service under this sub-clause shall be paid proportionate holiday payment in accordance with length of service.

Clothing

6. On commencing employment, each employee shall be supplied with two smocks paid for by the employer. These smocks shall be replaced as necessary by the employer.

Complaints

7. An employee called upon to answer any charges arising out of a complaint against her shall be entitled to have the assistance of the secretary of the union or other officer appointed in that behalf at any inquiry, and she shall be entitled to call evidence.

Terms of Employment

8. (a) In the absence of special written agreement between the employer and the employee one week's notice of resignation or dismissal shall be given by the employee or the employer, excepting that in the case of dishonesty, wilful misconduct, or serious dereliction of duty when an employee shall be subject to immediate suspension or immediate dismissal.

(b) Each worker on leaving or being discharged from her employment shall on request be given within 48 hours thereafter a reference in writing stating the position held and the length of service.

Workers to be Members of Union

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

(b) Subject to sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this industrial agreement so long as she continues in any position or employment subject to this industrial agreement.

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

(d) Every employer bound by this industrial agreement commits a breach of this industrial agreement if he continues to employ any worker to whom subclause (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 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 industrial agreement.

Right of Entry upon Premises

10. 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.

Matters Not Provided For

11. 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 arrived at then such dispute shall be referred to the Conciliation Commissioner for the district, who shall 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 14 days after such decisions shall have been made known to the party desiring to appeal.

Term of Agreement

12. This agreement, in so far as salaries are concerned, shall be deemed to have come into force on the 1st day of November 1962 and in so far as the other conditions are concerned it shall come into force on the day of the date hereof and shall continue in force until the 31st day of August 1964.

Signed on behalf of the Dunedin Liftmen, Cleaners, and Caretakers' Industrial Union of Workers:

G. S. SCOONES, Secretary.

Signed on behalf of the Dunedin City Corporation:

J. C. LUCAS, Town Clerk.