

**CHRISTCHURCH CITY COUNCIL CUSTODIANS', ATTENDANTS',
CLEANERS' AND AIRPORT WARDENS'—INDUSTRIAL
AGREEMENT**

This Industrial Agreement made pursuant to the Industrial Conciliation and Arbitration Act, 1954, this 16th day of November, 1970, between the Christchurch Cleaners', Caretakers' and Lift Attendants' Industrial Union of Workers, of the one part, and the Christchurch City Council of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

DEFINITIONS

1. (a) "Custodians" shall mean any employees responsible for the supervision of others in the cleaning or safeguarding of the Council's property.

(b) "Attendants" shall mean employees responsible for the cleaning or safeguarding of any property of the Council, but who are not required to supervise other employees.

(c) "Cleaners" shall mean employees who do cleaning work of any kind, but who do not come within the definition of "Custodian" or "Attendant".

(d) "Airport Wardens" shall mean employees who are employed for the purpose of protecting property against any kind of natural hazard or unauthorised entry by the public or other employees and who are responsible for the safety and good conduct of grounds, building and their contents or who are employed as Gatekeepers, Watchmen or Patrolmen and in any other duties allocated by the Airport Manager or his representative relative to this sub-clause.

HOURS OF WORK

2. (a) The normal hours of work shall not exceed forty in any one week, Monday to Friday, inclusive, except as hereinafter provided.

(b) Present rosters accepted, any amendments are to be subject to negotiations with the Union. Such roster shall provide for an average of not more than forty hours per week over the roster period.

(c) Female Cleaners employed at the Municipal Offices shall be subject to the same working conditions as to hours and holidays as at present obtaining.

WAGES

| | | | | |
|-----------------------------------|-------|-------|-------|--------------------|
| 3. Senior Baths Attendant | ..... | ..... | ..... | \$43.76 per week |
| Attendants, Municipal Baths | ..... | ..... | ..... | \$41.76 per week |
| Attendants, Men's Conveniences | ..... | ..... | ..... | \$40.23 per week |
| Attendants, Women's Rest Rooms | ..... | ..... | ..... | \$31.01 per week |
| Airport Wardens | ..... | ..... | ..... | \$41.32 per week |
| Male Cleaners | ..... | ..... | ..... | \$39.73 per week |
| Hourly Workers (Cleaners, male) | ..... | ..... | ..... | \$ 0.9932 per hour |
| Hourly Workers (Cleaners, female) | ..... | ..... | ..... | \$ 0.9580 per hour |

SERVICE BONUS

4. A service bonus of 40 cents per week after twelve months' service with the Council, rising to 50 cents after five years, shall be paid in addition to the wage rates set out in this Agreement.

CONDITIONS OF SERVICE

5. (a) For the purpose of this Agreement "service" shall mean service with the Christchurch City Council.

(b) Employees appointed to positions specially classed shall be paid not less than the amount set against such classification.

(c) No employee shall be discharged as a consequence of this Agreement in order that the work may be done at less than the prescribed rates.

CLOTHING

6. Coats and/or overalls or smocks with a suitable badge or monogram shall be provided free of cost to convenience and rest room attendants. A laundry allowance of 50c per week shall be paid to full-time female rest room attendants.

TRANSPORT

7. Where a worker covered by this Agreement is required to commence or cease work after the scheduled Transport Board services are available, an allowance of 30 cents per day shall be paid.

SATURDAY AND SUNDAY WORK

8. When men's conveniences, municipal baths, or rest room attendants are required to work on Saturday or Sunday as part of their ordinary working hours, they shall be paid in addition to their ordinary wages the following extra payments:

(a) In respect of time worked on a Saturday, payment at one half of the ordinary rate.

(b) In respect of time worked on a Sunday, payment at the ordinary rate.

OVERTIME

9. Except as otherwise provided all time worked in excess of the hours prescribed by Clause 2 hereof shall be paid for at the rate of time and a half for the first two hours and double time thereafter; provided that attendants at men's conveniences shall be paid at double time rates for all overtime.

PAYMENT OF WAGES

10. (a) All wages shall be paid weekly not later than Thursday.

(b) No deduction shall be made from the weekly wage of any worker for the prescribed holidays, or for loss of time other than time lost through the worker's own default or sickness.

RECOGNISED HOLIDAYS

11. All workers shall be given the following holidays without deduction from pay: New Year's Day and the day following, Christmas Day, Boxing Day, Good Friday, Easter Monday, Anzac Day, the Birthday of the Reigning Sovereign, Labour Day, Show Day. Any work done on any of the above holidays shall be paid for at double time rates in addition to the ordinary wages.

When any of the above holidays fall on a day on which an attendant at the men's conveniences or an Airport Warden is rostered off duty, such worker shall be granted one day's leave on pay within one month of such holiday, or if this is not convenient he shall have a day added to his annual leave, provided that this sub-clause shall not apply in the case where Anzac Day falls on a Saturday or Sunday.

ANNUAL HOLIDAYS

12. All workers covered by this Agreement shall, on the completion of each year of the first five years' continuous employment with the Council, be entitled to twelve working days as annual leave and for the sixth and successive years of continuous

service, fifteen days of annual leave; holidays to be taken by mutual agreement with the Department Head; holiday payment to be computed on the average complete weekly earnings for the preceding year. Men's conveniences and Rest Room Attendants and Airport Workers employed on a permanent basis of not less than 40 hours per week and on rotating shifts shall receive three weeks' annual holiday irrespective of length of service.

CHRISTCHURCH AIRPORT—WARDENS, CLEANERS AND FEMALE ATTENDANTS

13. Notwithstanding the provisions hereinbefore contained, the following special conditions shall apply to Christchurch Airport Wardens, Cleaners and Female Attendants in place of the appropriate general provisions:

(a) Hours of Work—The ordinary hours of work shall be forty a week and eight a day (including rest periods but not meal periods), and shall be worked on any five days of the week, commencing at such time each day as may be decided by the officer in charge, and where practicable the daily hours shall be consecutive.

(b) Penal Rates—The time worked on the following days up to eight hours a day or forty hours a week shall be paid for at the following penal rates in addition to ordinary pay:

(1) Saturday: one half of ordinary time rate.

(2) Sunday: ordinary time rate.

(3) Holidays prescribed in Clause 11 hereof double time rate.

(c) Overtime—Time worked in excess of the hours prescribed in sub-clause (b) above shall be paid for as follows:

(1) Monday to Saturday inclusive: time and one half rate.

(2) Sunday: double ordinary time rate.

(3) Holidays prescribed in Clause 11 hereof: treble ordinary time rate.

(d) Airport Cleaners—Broken Time Allowance: An allowance of 35 cents a day shall be paid to Airport Cleaners for every day they are required to work broken time (i.e. when the ordinary daily hours of work prescribed in sub-clause (b) above are not consecutive) provided the worker does not qualify for shift allowance.

(e) Shift Allowance—Shift workers shall be paid an allowance of 65 cents a shift provided that:

(1) A worker required to work for less than three shifts consecutively shall not be deemed to be a shift worker.

(2) Where shifts are not rotated the allowance shall not be paid to the day shift worker.

(3) Where only one shift is being worked, a worker required to work at least four hours of such a shift, exclusive of overtime, outside the hours 8.00 a.m. to 5.00 p.m. shall be paid the shift allowance of 65 cents.

(f) If, for any reason, an Airport Warden is required to complete a shift, other than the day shift, without another Airport Warden being on duty at the Airport, he shall be paid an allowance of \$1.00 per shift.

(g) Wardens at the Airport shall be provided with gumboots and waterproof clothing as required. This equipment is to remain the property of the Council and not be taken off the Airport without permission of the Airport Manager or his representative.

(h) The Council shall provide storage for clothing, cleaning materials and equipment of the staff at the Airport, and provision for the heating of meals.

(i) The Council shall meet the cost of dry-cleaning the Airport Wardens' uniforms once every three months.

MATTERS NOT PROVIDED FOR

14. The essence of this Agreement being that the work of the employers shall not on any account be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this Agreement or any of them as to any matter whatsoever, arising out of or connected therewith and dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman (if required) 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 against the decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

UNQUALIFIED PREFERENCE CLAUSE

15. (a) Any adult person engaged or employed in any position or employment subject to this Agreement by any employer bound by this Agreement, shall, if he is not already a member of a Union of Workers bound by this Agreement, become a financial member of such Union within fourteen days after his 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 financial member of a Union of Workers bound by this Agreement so long as he continues in any position or employment subject to this Agreement.

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

(d) Every employer bound by this Agreement commits a breach of this Agreement if he continues to employ any worker to whom sub-clauses (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 financial member of the Union and has failed to do so, or that the worker having become a financial member of the Union has failed to remain a financial 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 Agreement.

Note: (Attention is drawn to Section 174 (h) of the Industrial Conciliation and Arbitration Act, 1954, which gives to workers the right to join the Union).

RIGHT OF ENTRY UPON PREMISES

16. The Secretary or other authorised officer of the Union shall be entitled to enter at reasonable times upon the premises or offices of the Council for the purpose of interviewing any employee in connection with the operation of this Agreement but not so as to interfere unreasonably with the Council's business.

UNDER-RATE WORKERS

17. Court's clause.

APPLICATION OF AGREEMENT

18. This Agreement shall apply to the parties named herein.

TERM OF AGREEMENT

19. This Agreement shall come into force as from the 16th day of November, 1970, and shall continue in force until the 15th day of November, 1972.

Signed on behalf of the Christchurch City Council this 17th day of November, 1970.

The Common Seal of the Christchurch City Council was hereto affixed in the presence of: A. R. Guthrey, Mayor.

M. B. Hayes, Town Clerk.

The Common Seal of the Christchurch Cleaners', Caretakers' and Lift Attendants' Industrial Union of Workers was hereto affixed in the presence of: A. McIvor, President.

G. Cumming, Secretary.