

**CHRISTCHURCH TOWN HALL BOARD OF MANAGEMENT
CUSTODIANS, DUTYMEN AND CLEANERS –
INDUSTRIAL AGREEMENT**

This Industrial Agreement made pursuant to the Industrial Conciliation and Arbitration Act, 1954, this 18th day of October 1973, between "New Zealand (except Northern) Theatrical and place of amusement and related Employees Industrial Union of Workers", of the one part, and the Christchurch Town Hall Board of Management 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 Board's property.
- (b) "Dutymen" shall mean any employee appointed for the purpose of general duties, including cleaning and safeguarding in and around the Board's property.
- (c) "Cleaners" shall mean employees who do cleaning work of any kind, but who do not come within the definition of "Custodian" or "Dutymen".

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 and not more than eight hours shall be worked in any one day without the payment of overtime.
- (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.

WAGES

3. Dutymen – \$57.76 per week.
Male Cleaners – \$53.73 per week.
Hourly Workers (Cleaners, male) – \$1.3432 per hour.
Hourly Workers (Cleaners, female) – \$1.2872 per hour.

RELATIONSHIP WITH STATE SERVICES

4. As the rates of remuneration determined by this agreement are based on rates applying to the State Services as at this date, these rates of remuneration are to be amended from time to time in the same manner as rates payable in the State Services are amended as a result of orders issued as a result of Ruling Wage Rate Surveys undertaken in accordance with the State Services Act, 1962, section 42 and any general wage increase awarded by the Court of Arbitration will not be deemed to apply to the rates of remuneration specified in this industrial agreement.

PENAL RATES

5. When an employee is required to work outside of the normal hours of work as part of his ordinary time, the following penal rates shall apply:
 - Between 8.00 p.m. and 6.00 a.m. Mondays to Fridays – Time and one quarter rates for full-time employees only.
 - Saturdays – Time and one half rates.
 - Sundays – Double time rates.
 - Recognised holidays – Double time rates in addition to the ordinary rate of pay for the holiday.

SERVICE BONUS

6. After two years' continuous service with the Board, an employee shall be entitled to a service bonus in addition to the wage rates set out in this agreement. The bonus, of \$1.00 per week maximum, shall be calculated on a daily pro rata basis for full-time employees and apportioned accordingly for hourly workers.

DIRT ALLOWANCE

7. A cleaner required to do unusually dirty or obnoxious work shall be paid 52 cents extra for each day or part thereof whilst so employed, with suitable clothing and gloves supplied by the Board.

BROKEN TIME ALLOWANCE

8. An allowance of 50 cents a day shall be paid to dutymen and cleaners for every day they are required to work broken time.

MEAL ALLOWANCE

9. A meal allowance of \$1.00 shall be paid when a worker is called upon to work overtime after 6.00 p.m. on any day or after 1.00 p.m. on any Saturday, Sunday or recognised holiday provided for in this agreement, subject to overtime continuing after the meal break and providing the worker is not granted reasonable time to proceed home for his meal.

CLOTHING AND HEATING OF MEALS

10. (a) Coats and/or overalls or smocks with a suitable badge or monogram shall be provided and laundered free of cost.

(b) The Board shall provide storage for clothing, cleaning materials and equipment of the staff at the Town Hall and provision for the heating of meals.

TRANSPORT

11. When an employee is required to commence or cease work before or after the scheduled transport services are available, an allowance of 30 cents per day shall be paid.

OVERTIME

12. 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 half for the first two hours and double time thereafter on a daily basis.

PAYMENT OF WAGES

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

(b) No deduction shall be made from an employee's wages for any cause save through the worker's own default or sickness if his sick leave entitlement is exceeded.

CONDITIONS OF SERVICE

14. (a) For the purpose of this agreement "service" shall mean service with the Christchurch Town Hall Board of Management.

(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.

SICK PAY

15. (a) After one year's continuous service with the Board from the date of execution of this agreement, and on production of a medical certificate, a full-time worker shall be

entitled to ten working days' sick leave without deduction of pay, with an additional five working days' sick leave for each additional year of continuous service, provided, however, that where the Board deems it necessary it may request a worker to produce a medical certificate from a doctor nominated by the Board. The Board shall have the right to review the case of any worker after sick leave of a total of thirty working days has been taken.

(b) The provisions in subclause (a) hereof shall apply to a part-time worker on a pro rata basis provided his employment with the Board is his primary employment.

RECOGNISED HOLIDAYS

16. (a) 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 holiday pay.

(b) When any of the above holidays fall on a day on which dutymen or a cleaner is rostered off-duty, such worker shall be granted one day's pay provided that this subclause shall not apply in the case where Anzac Day falls on a Saturday or Sunday.

ANNUAL HOLIDAYS

17. All workers covered by this agreement shall on the completion of the first year of continuous employment with the Board, be entitled to twelve working days as annual leave and for subsequent years of continuous service fifteen working days as annual leave; part-timers on a proportionate basis.

Seventeen days' annual leave shall be granted in lieu of fifteen days' annual leave for employees employed on a permanent basis of not less than forty hours per week, provided these employees are worked on rotating shifts.

Every wage earner when taking annual leave, shall be entitled to payment for the annual leave period on the basis of the earner's average weekly taxable earnings, provided that the holiday pay does not exceed the earner's ordinary pay plus thirty percent, and provided, further, that in no case shall the holiday pay be less than the earner's ordinary pay at the time of taking the holiday. "Ordinary Pay" is defined as ordinary hours (at Time 1) plus taxable allowances that are paid with wages on a continuing basis, including periods of annual leave. The close off date for calculation purposes shall be the 30th November of each year.

The annual leave shall be taken at a time to be mutually agreed upon between the worker and the Town Hall Manager.

MATTERS NOT PROVIDED FOR

18. The essence of this agreement being that the work of the Board 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 any 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

19. (a) Any adult person engaged or employed in any position of employment subject to this agreement, if he is not already a member of the union bound by this agreement,

shall become a financial member of such union within fourteen days after his engagement.

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

(c) Every worker obliged under subclause (a) hereof, to become a member of the union who fails to become a financial 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 financial member of the union in accordance with subclause (b) hereof, commits a breach of this agreement.

(d) The Board commits a breach of this agreement if it continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by an 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 174H of the Industrial Conciliation and Arbitration Act, 1954, which gives to workers the right to join the union.)

RIGHT OF ENTRY UPON PREMISES

20. The secretary or other authorised officer of the union shall be entitled to enter at reasonable times upon the premises of the Board for the purpose of interviewing any employee in connection with the operation of this agreement but not so as to interfere unreasonably with the Board's business.

UNDER-RATE WORKERS

21. (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 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.

APPLICATION OF AGREEMENT

22. This agreement shall apply to the parties named herein.

TERM OF AGREEMENT

23. This agreement shall come into force as from the 13th day of July 1973, and shall continue in force until the 13th day of July 1975.

In witness whereof the parties have executed these presents.

Signed on behalf of the Christchurch Town Hall Board of Management pursuant to a resolution of the Board:

H. G. Hay, Chairman.

M. B. Hayes, Secretary.

The Common Seal of the New Zealand (Except Northern) Theatrical and Places of Amusement and Related Employees Industrial Union of Workers was hereto affixed in the presence of:

M. L. King, President.

A. W. A. Wylie, Secretary.