

DUNEDIN CITY CORPORATION **THEATRICAL CLEANERS AND
CARETAKERS.**—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 12th day of December, 1947, between the Dunedin City Council and the Dunedin Theatrical and Shows Employees' (other than Stage Hands) Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided, further, that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 12th day of December, 1947, between the Dunedin City Council, of the one part, and the Dunedin Theatrical and Shows Employees' (other than Stage Hands) Industrial Union of Workers, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 9th day of February, 1948.

[L.S.]

A. TYNDALL, Judge.

DUNEDIN CITY CORPORATION THEATRICAL CLEANERS AND
CARETAKERS.—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 12th day of December 1947 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

1. *Hours of Work*

(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. 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.

(b) No worker shall be called upon to work for a lesser period than two hours at any one period.

2. *Wages*

(a) The minimum wages of cleaners shall be £6 6s. per week.

(b) For any shift in which any part is worked outside the hours 6.30 a.m. to 5 p.m., an extra 3s. shift allowance shall be paid.

(c) Should any worker be required to work in any capacity in connection with any function other than a dance for which the Concert Chamber or Town Hall is engaged, he shall be paid the sum of 12s. 6d. for time worked between 7 p.m. and 11 p.m., and 3s. 6d. for extra time worked from 11 p.m. to midnight and 5s. per hour after midnight. In respect of dances the rate shall be 17s. 6d. up to midnight and 5s. per hour after midnight.

(d) Wages shall be paid weekly in cash in the employers' time.

3. *Casual Workers*

(a) Casual workers are workers who are employed for less than one week.

(b) Casual workers shall be paid not less than 3s. 2d. per hour.

4. *Overtime*

All time worked in excess of the hours prescribed in clause 1 hereof shall be paid at the rate of time and a half for the first three hours and double time thereafter.

5. *Holidays*

(a) The following shall be the recognized holidays which shall be paid for: Christmas Day, Boxing Day, New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign 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 subclause (a) hereof shall be paid for at double time rates.

(c) Should any of the holidays mentioned in subclause (a) 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 ten working-days' holiday annually on full pay.

6. *Termination of Engagement*

One week's notice of the termination of engagement shall be given by either side in the case of any worker for whom a weekly wage is prescribed.

7. *Sunday Meetings*

Should the Town Hall or Concert Chamber be used for any purpose on a Sunday workers may be employed at work within their ordinary duties (other than cleaning) and shall be paid for attendance and work thereat and in addition to their ordinary weekly wages at the rate of 12s. 6d. for each meeting. Time paid for under this clause shall not be included for the purpose of computing payment under any other provision of this award.

8. *Wet Work*

Gum boots shall be supplied to workers required to work in wet places.

9. *Matters not provided for*

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 agree-

ment 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.

10. *Workers to be Members of Union*

It shall not be lawful for the employer to employ or to continue to employ in any position subject to 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.

11. *Under-rate Workers*

(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 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 workers 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 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 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 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.

12. *Right of Entry*

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 so as to interfere unreasonably with the employer's business.

13. *Scope of Agreement*

This agreement shall be restricted to the workers employed by the Dunedin City Corporation in connection with the caretaking and cleaning of the Town Hall, offices and Concert Chamber.

14. *Term of Agreement*

This agreement shall, in so far as wages are concerned, be deemed to have come into force on the seventh day of July, 1947, 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 thirty-first day of March, 1949.

Signed on behalf of the Dunedin City Council—

R. A. JOHNSTON, Town Clerk.

Signed on behalf of the Dunedin Theatrical and Shows Employees' (other than Stage Hands) Industrial Union of Workers—

W. C. McDONNELL, Secretary.