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## DUNEDIN CITY CORPORATION CLEANERS—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 21st day of April 1964, 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:

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### SCHEDULE

#### *Industry to Which This Agreement Applies*

1. This agreement shall apply to cleaners employed by the Dunedin City Council at the Town Hall, Concert Chamber, Municipal Chambers, Dunedin Airport, Tepid Baths and Public Library.

#### *Hours of Work*

2. (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 and provided that cleaners at the Tepid Baths may be employed for 40 hours per week spread over six days with not more than eight hours to be worked in any one day without the payment of overtime.

(b) Workers employed on any shift commencing at 3 p.m. or later shall be allowed 30 minutes crib time which shall be paid for.

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

(d) Ten minutes shall be allowed for rest and refreshments within each morning's work.

#### *Wages*

3. (a) The minimum ordinary time rate of wages for all male workers coming within the scope of this agreement shall be 5s. per week in advance of the minimum rate for ordinary hours of work prescribed by the Dunedin Local Bodies Labourers Industrial Agreement in force for the time being or any amendment thereof.

(b) A shift allowance of 5s. per shift shall be paid to all workers who are employed on a shift more than 50 per cent of which is outside the clock hours 6.30 a.m. to 5 p.m. provided that this allowance shall not apply to part-time workers who are not employed for more than five hours per day and shall not apply to female workers.

(c) The Foreman Cleaner in the Town Hall and Concert Chamber shall be responsible for seeing that the Custodian's orders are carried out and generally to act as charge hand in the absence of the Custodian from the job, for which he shall receive an extra payment of 6d. per hour.

(d) Female cleaners may be employed on an hourly basis at a rate of 1s. per hour less than the hourly rate for male cleaners.

(e) Should any worker be required to work in any capacity in connection with any function in the Town Hall, Concert Chamber, or Municipal Chambers, he shall be paid at ordinary hourly rates plus 20 per cent for any function which does not extend beyond 11 p.m., and at time and a half rates for all time worked after 11 p.m. and at double ordinary time rates for all time worked after midnight and for all time worked on Sundays. The minimum payment for such work on weekdays, i.e. Monday to Saturday inclusive shall be as for four hours worked and the minimum payment for Sunday functions shall be as for two hours worked.

(f) When workers are employed by the lessee of either the Town Hall or Concert Chamber, and are at the same time required by the Council to assist in the closing of the particular hall then the Council shall pay such workers 10s.

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

(h) An additional 5s. per week shall be paid to each employee covered by this agreement and who at the date of making thereof has been employed continuously by the Council for 12 months or more or who subsequently completes 12 months' service with the Council.

#### *Casual and Part-time Workers*

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

(b) Casual and part-time workers shall be paid on an hourly basis at the same rate per hour as permanent employees.

#### *Overtime and Meal Allowance*

5. (a) Overtime shall be calculated on a daily basis and all time worked in excess of the normal hours of work on any day shall be paid at the rate of time and a half for the first three hours and double time thereafter.

(b) When 24 hours' notice has not been given that overtime is to be worked and the worker cannot reasonably get home for a meal in the time allowed between the normal time of ceasing work and the time he is required to commence working overtime, then the employer shall pay a meal allowance of 5s. to the worker.

(c) This clause shall not operate in the matter of attendance at performances as provided in clauses 3 (e) and 3 (f) hereof.

#### *Holidays—Sunday Cleaning*

6. (a) The following shall be the recognised holidays which shall be paid for: Christmas Day, Boxing Day, New Year's Day, the day following that upon which New Year's Day is observed, Anniversary Day or a day in lieu of Anniversary Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Anzac Day, and such other holidays as may from time to time be authorised 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 prescribed in subclause (a) hereof, except Anzac Day, 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 two weeks' holiday annually on full pay; provided that every worker who has completed 10 years' service with the employer shall be allowed an additional week's annual leave on full pay.

#### *Termination of Employment*

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

#### *Wet Work*

8. Gum boots shall be provided for workers required to work in wet places.

#### *Overalls and Uniforms*

9. Two pairs of overalls are to be supplied by the employer to each worker excepting the fireman who shall be supplied with a uniform. These overalls and uniform are to be worn at all times and kept clean by the worker. The employer is to replace the overalls or uniform as and when necessary and the worker is to return his overalls or uniform to the employer at the time of replacement or on termination of his employment.

#### *Matters Not Provided For*

10. 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 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 14 days after such decision shall have been communicated to the party desiring to appeal.

#### *Workers to be Members of the Union*

11. (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 he 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 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 member of a union of workers bound by this industrial agreement so long as he 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 an 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 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 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 rates of wages prescribed for adult workers by this industrial agreement.

#### *Under-rate Workers*

12. (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 any other such person as the Court may from time to time appoint for that purpose. Any such inspector or other person in so fixing such wage shall have regard to the worker's capabilities, 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 the 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 periods 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 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 the worker pursuant hereto.

(e) It shall be the duty of the employer before employing a worker at such lower wage to examine the permit or agreement by which such wage is fixed.

#### *Right-of-Entry*

13. The employer shall permit the secretary or other authorised officer of the union to enter the premises of the employer at reasonable times and there interview workers but not as to interfere unreasonably with the employer's business.

#### *Transport*

14. Transport shall be provided for workers required to work until after the cessation of public transport.

#### *Term of Agreement*

15. This agreement shall come into force on the day of the date hereof and shall continue in force until the 30th day of September 1965.

Signed on behalf of the Dunedin City Council:

J. C. LUCAS, Town Clerk.

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

W. C. McDONNELL, Secretary.