

DUNEDIN CITY COUNCIL AND DUNEDIN DRAINAGE AND SEWERAGE BOARD INSPECTORS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 23rd day of October, 1940, between the Dunedin City Corporation and the Dunedin Drainage and Sewerage Board (hereinafter called "the employers"), of the one part, and the Dunedin City Council and Dunedin Drainage and Sewerage Board Inspectors' (other than Tramway Inspectors) 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 of Agreement.

1. This agreement shall apply to the officers of the Dunedin City Council and the Dunedin Drainage and Sewerage Board for whom provision is made herein.

Hours of Work.

2. (a) Except as provided in subclauses (b) and (c) hereof, forty hours shall constitute a week's work.

(b) Those members of the union who constitute part of the staff of the Town Hall offices shall work the same weekly total of hours as the said staff, provided that in any case the maximum number of hours shall not exceed forty in any one week. In the case of Traffic Officers and Testing Station employees time may be worked in shifts of not more than eight hours per day, or eighty hours in two consecutive weeks, provided that at least ten hours elapse between signing off on one day and signing on the following day. A week shall not be more than forty-five hours. Traffic Officers and Testing Station Inspectors shall be given two clear days off in each fortnight, not necessarily consecutive.

(c) All other members of the union not specifically covered by subclause (b) hereof shall work the same hours as the men they control or work with.

Holidays.

3. (a) Except as provided in the succeeding subclauses, 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, Anzac Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

(b) When any Traffic Inspector, Motor Testing Station employee, or Sanitary Inspector is required to work on any holiday or portion of holiday prescribed in subclause (a) hereof he shall be allowed time off equivalent to the time so worked, such time off to be taken subsequently at a date convenient to the employer or, alternatively, added to the annual leave.

(c) All employees after twelve months' continuous service shall be entitled to two weeks' leave, exclusive of the holidays mentioned in subclause (a) hereof, on full pay: Provided that any employee who is required to stand by for emergency work outside the ordinary hours shall be allowed an extra week's leave, subject in any case to the period of annual leave not exceeding three weeks.

(d) Annual leave shall not be allowed to accumulate, except with the consent of the Council.

(e) If the employment is terminated before the twelve months' period of service shall have elapsed, the employee shall be allowed a proportionate allowance for leave.

Sick-leave.

4. Sick-leave may be allowed to employees at the discretion of the employer.

Uniforms.

5. Every employee who is required by the Council to wear a uniform when on duty shall be provided with such uniform at the expense of the Council at intervals not exceeding twelve months. Rain-coats and waterproof leggings shall be supplied to employees where necessary.

Meal Allowance.

6. An employee who is required to work after 6 p.m. on any day and cannot reasonably get home for a meal shall be paid a meal allowance of 1s. 6d.: Provided that this allowance shall not be paid to shift-workers.

Expenses.

7. (a) All duly authorized out-of-pocket expenses incurred by any employee in the execution of his duties shall be paid by the employer.

(b) When any employee is required to be on duty before or after the ordinary public means of conveyance, other than specially hired conveyance, are available, he shall, if he is not supplied with transport, and with the prior approval of his immediate senior officer, have his fare paid by the employer to enable him to proceed to and from his home.

Higher-grade Duties.

8. Any employee who is instructed to perform the duties of a higher-grade employee shall, if he occupies the higher-grade position for more than eight weeks continuously, be paid from the date upon which he commenced the higher-grade duty at a rate not less than the minimum salary paid for the higher-grade position.

Salaries.

9. All salaries shall be paid fortnightly.

Complaints.

10. An officer called upon to answer any charge arising out of a complaint against him shall be entitled to have the assistance of the secretary or other officer of the union appointed in that behalf at any inquiry, and he shall be entitled to call evidence.

Terms of Employment.

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

Remuneration or Wages.

12. (a) For the purpose of this clause "service" shall mean service with the Dunedin City Council and/or the Dunedin Drainage and Sewerage Board only, except in the case of the amalgamation of local authorities or services.

(b) The increment shown in the various positions shall be considered as annual increments and shall be paid according to years of service in each particular position. The employer may, however, withhold any increment if in its opinion the services and conduct of any employee should warrant such a course, and if on due inquiry and after the union has had an opportunity to make any necessary representations it is established that the services or conduct of the employee concerned do not warrant an advance meanwhile to a higher rate.

(c) Any officer in the employ of the Council or of the Board at the coming into operation of this agreement shall be allowed for past service in his present position in the computation of the salary to which he is entitled by the provisions contained herein.

(d) All employees entering the service after the commencement of this award shall, if they enter the service during the months April to September (both months inclusive), receive their first annual increment as from the first day of the first month of April following the month in which they enter the service, and shall, if they enter the service between October and March (both months inclusive), receive their first annual increment on the first day of the second month of April following the month in which they enter the service. All future annual increments shall take effect at each subsequent first day of April.

(e) When an employee is promoted or transferred from one position to another and is thereby entitled to be transferred to a higher grade he shall be paid the commencing salary for the higher grade immediately above that being paid to him at the time of his promotion or transfer. Subsequent annual increments shall become due and payable on the same basis as is prescribed in subclause (d) hereof.

(f) The following shall be the minimum wages payable to all employees specified in the following schedule:—

	Commenc- ing Rate.	Second Year.	Third Year.	Fourth Year.	Fifth Year.
	£	£	£	£	£
Sanitary Department—					
Inspectors ..	340	360	380	..	..
Assistant Inspectors ..	280	300	320	..	..
Provided that any inspector engaged permanently on infectious-diseases work shall receive £10 per annum additional to the above-mentioned rates.					
Building Department—					
Inspectors ..	300	320	340	..	..
Traffic Department—					
Inspectors ..	290	300	310	320	350
Motor-testing Station—					
Supervisor ..	364	..	..	..	..
Inspectors ..	300	..	..	..	..
Assistant Inspectors ..	280	..	..	..	..
Works Department—					
Overseer (Special) ..	380	420	425	..	..
Overseer (Central) ..	340	360	380	(less £20 rent for house).	
Overseer (North) ..	340	360	380	..	..
Overseer (South) ..	340	360	380	..	..
Water Department—					
Overseer ..	340	360	380	..	..
Race Overseer ..	340	360 (less £26 house rent).			
Gas Department—					
Mains and Services Foreman ..	377	390	405	(less £65 rent where house supplied).	
Fittings Foreman ..	338	350	364	..	..
Drainage and Sewerage—					
Chief Plumbing Inspector ..	360	380	400	..	..
Plumbing Inspectors ..	340	360	380	..	..
Drain Inspectors ..	280	300	320	..	..
Drain Inspector and Clerk ..	280	300	320	..	..
Drainage Construction and Maintenance Overseer ..	380	400	425	..	..
Drainage Maintenance Foreman ..	340	360	..	..	..

General Conditions.

13. (a) Vacant positions shall be filled where practicable by promotion of employees already on the staff of the particular department concerned: Provided that the decision of the Council as to the fitness or otherwise of any employee for promotion shall be final.

(b) All appointments, promotions, or transfers shall in the first case be for a probationary period of six months.

(c) Temporary employees shall not be engaged for periods longer than six months, except upon conditions as may be agreed to between the employer and the union.

(d) Any member of the union canvassing any member of the City Council or of the Drainage Board for any appointment, promotion, or transfer shall be automatically disqualified.

(e) No appointment shall take effect unless and until a satisfactory certificate of physical fitness from a registered medical practitioner shall have been furnished by the appointee.

(f) It shall be a condition of every appointment that the appointee shall join the employer's superannuation fund.

Workers to be Members of the Union.

14. All officers covered by this agreement and officers subsequently appointed to positions covered by this agreement must be financial members of the Dunedin City Council and Dunedin Drainage and Sewerage Board Inspectors' (other than Tramway Inspectors) Industrial Union of Workers.

Matters not provided for.

15. Any dispute in connection with any matter not provided for in this agreement shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, 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 within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Right of Entry.

16. The secretary or other authorized officer of the union shall be entitled to enter at all times upon the premises or offices of the employer for the purpose of interviewing any employee in connection with the operation of this agreement, but not so as to interfere unreasonably with the employer's business.

1891

Term of Agreement.

17. This agreement shall come into force as from the 1st day of April, 1940, and shall continue in force until the 31st day of March, 1942.

In witness whereof the common seal of the Dunedin City Council and Dunedin Drainage and Sewerage Board Inspectors' (other than Tramway Inspectors) Industrial Union of Workers was hereunto affixed in the presence of—

[L.S.]

C. T. MORGAN, President.
W. E. McDONNELL, Secretary.

In witness whereof the common seal of the Corporation of the Mayor, Councillors, and Citizens of the City of Dunedin, as employer, was hereunto affixed in the presence of—

[L.S.]

A. T. ALLEN, Mayor.
J. C. CAMERON, Councillor.
R. A. JOHNSTON, Town Clerk.

In witness whereof the common seal of the Dunedin Drainage and Sewerage Board, as employer, was hereunto affixed in the presence of—

[L.S.]

A. T. ALLEN, Chairman.
J. C. CAMERON, Member.
R. A. JOHNSTON, Secretary.