

DUNEDIN CITY COUNCIL. **WATERWORKS' CARETAKERS.**—
AWARD

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Dunedin Municipal Clerical and other Employees' (other than Inspectors) Industrial Union of Workers (hereinafter called "the union") and the undermentioned Council (hereinafter called "the employers") :—

Dunedin City Council, Dunedin.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take

effect as hereinafter provided and shall continue in force until the 31st day of March, 1944, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 6th day of October, 1943.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Scope of Award

1. This award shall apply to the Dunedin City Council waterworks' caretakers.

Hours of Work

2. The ordinary hours of work shall not exceed forty hours per week.

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, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b) As employees are required to stand by for emergency work outside the ordinary hours, they shall be allowed three weeks' annual leave.

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

(d) 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.

Raincoats, &c.

5. Raincoats and waterproof leggings shall be supplied to employees where necessary.

Salaries

6. All salaries shall be paid fortnightly.

Complaints

7. 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

8. 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 of Wages

9. (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 increments 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 award 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:—

	Commencing Rate. £	Second Year. £	Pays Rent. £
Caretaker—			
Deep Creek ..	325	325	39
Southern Reservoir ..	315	315	39
Ross Creek ..	360	380	39
High Levels ..	360	380	65
Waitati Leith ..	340	360	39
Assistant Caretaker, High Levels	330	350	65

General Conditions

10. (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

11. All officers covered by this award and officers subsequently appointed to positions covered by this award shall be financial members of the Dunedin Municipal Clerical and other Employees' Industrial Union of Workers.

Matters not provided for

12. Any dispute in connection with any matter not provided for in this award 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

13. 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 award, but not so as to interfere unreasonably with the employer's business.

General Orders under Rates of Wages Emergency Regulations 1940

14. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this award, and shall have effect according to their tenor.

Term of Award

15. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of April, 1942, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof, and this award shall continue in force until the 31st day of March, 1944.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 6th day of October, 1943.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council and forwarded directly to the Court pursuant to section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939.

The dispute was filed with the Clerk of Awards on the 11th January, 1943, consequently in making the award the Court is bound to comply with Regulation 38 of the Economic Stabilization Emergency Regulations 1942.

The waterworks' caretakers in the employ of the Dunedin City Council have not previously been covered by any award or industrial or other agreement, and, as the rates of remuneration and conditions of employment now prescribed are for all practical purposes identical with those which applied to the workers on the 15th December, 1942, the date of coming into operation of the Stabilization Regulations, the award is made in accordance with the terms of settlement.

A. TYNDALL, Judge.
