

DUNEDIN CITY COUNCIL **CLERICAL AND OTHER EMPLOYEES.**
—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 25th day of November, 1943.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

INDUSTRY TO WHICH AWARD APPLIES

1. This award shall apply to clerical workers and other employees of the Dunedin City Council specifically mentioned herein.

HOURS OF WORK

2. (a) Unless otherwise provided herein, the ordinary hours of work shall not exceed forty per week. The daily hours shall not exceed eight per day without payment of overtime, and shall be worked between 8 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

(b) The hours of work for showroom staff shall be as prescribed in the Shop-assistants' award.

(c) It shall be competent for the Council to arrange for shift work or rostered duty for employees engaged in the tepid baths, free public library, and gas department and for the Town Hall messenger. The ordinary hours shall not exceed forty per week.

SALARIES

3. (a) For the purpose of this clause "service" shall mean service with the Dunedin City Council, provided, however, that in the case of employees under the age of twenty-one years

entering the service of the Council after the commencement of this award previous service of a similar character in another local authority or commercial house shall count as service.

(b) All employees entering the service after the commencement of this award shall, if they enter the service during the months of 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 from the first day of the second month of April following the month in which they enter the service. All future annual increments to which they become entitled shall take effect from the first day of April next following.

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

(d) Where any employee is promoted or is transferred from one position to another and is thereby entitled to be transferred to a higher grade the commencing salary of which is below that being received by him when promoted or transferred, he shall be paid the salary in the higher grade which is immediately above that being paid to him at the time of promotion or transfer. Any subsequent annual increments to which the employee becomes entitled shall, if the promotion or transfer takes place during the months of April to September (both months inclusive), be paid from the first day of the first month of April following the month in which the promotion or transfer took place, and if the promotion or transfer takes place during the months of October to March (both months inclusive), be paid from the first day of the second month of April following the month in which the promotion or transfer took place.

(e) The following shall be the minimum salaries payable to employees specified:—

Male Clerical Workers

Clerical Division, Grade A:—

First year	..	..	£ 80	Seventh year	..	..	£ 230
Second year	..	..	100	Eighth year	..	..	260
Third year	..	..	120	Ninth year	..	..	280
Fourth year	..	..	150	Tenth year	..	..	300
Fifth year	..	..	175	Eleventh year	..	..	312
Sixth year	..	..	205				

Provided that workers in the above grade who may be transferred to the following positions, viz.:-

Clerk, Examiner of Accounts Office,
 Clerk, Drainage Office,
 Clerk, Town Clerk's Department,
 Third Clerk, Electricity Department,
 Clerk, Valuer's Office,

shall, after reaching the grade maximum of £312, proceed by three further annual increments of £10 and one of £8 to a maximum of £350.

Clerical Division, Grade B:—

	First Year.	Second Year.	Third Year.	Fourth Year.	Fifth Year.
	£	£	£	£	£
Valuers	320	330	340	350	360
Senior Clerk, City Engineer's Office ..	320	330	340	350	..
Correspondence Clerk, Town Clerk's Office	320	330	340	350	..
Clerk, Municipal Department	320	330	340	350	..

Clerical Division, Grade C:—

	First Year.	Second Year.	Third Year.	Fourth Year.	Fifth Year.
	£	£	£	£	£
Senior Valuer	335	345	355	365	..
Senior Clerk, Gas Department	350	360	370	380	..
Second Clerk, Gas Department	330	340	350	360	..
Second Clerk, Electricity Department ..	350	360	370	380	..
Internal Auditor	350	360	370	385	390
Second Clerk, Municipal Department ..	350	360	370	385	400
Senior Clerk, Municipal Department ..	350	360	370	385	400
Senior Clerk, Electricity Department ..	350	360	370	385	400

General Clerical Division

Casual and Temporary Clerks, £5 5s. per week. If such workers are continuously employed in excess of twelve months, they shall be graded in General Clerical Division, Grade A.

Clerks employed in positions now graded by the Council as General Clerical Division, Grade A, shall be paid not less than £286 per annum.

Clerks employed in positions now graded by the Council as General Clerical Division, Grade B, shall be paid £300 per annum, rising to £340 per annum within ten years from the date of his appointment to a B Grade position.

The present grading may be altered by agreement between the parties.

General Staff

	First Year.	Second Year.	Third Year.
	£ s.	£ s.	£ s.
Ranger	260 0	270 0	286 0
Tepid Baths Custodian	325 0	335 0	340 0
Tepid Baths Attendants (male)	250 0	260 0	265 0
Gas Salesman	280 0	290 0	300 0
Gas-meter Readers	273 0	286 0	292 10
Electric-meter Readers	273 0	286 0	299 0
Messenger, Town Hall	285 0	..	..
Sextons—			
Eastern Cemetery	279 0	290 0*	..
Northern Cemetery	230 0	241 0†	..
Southern Cemetery	262 10	273 10‡	..

* Pays £39 10s. per annum rent.

† Plus rent allowance, £65 per annum.

‡ Pays £32 10s. per annum rent.

Free Public Library

	First Year.	Second Year.	Third Year.	Fourth Year.
	£	£	£	£
Deputy Chief Librarian	350	375	..	..
Librarian, Children's Department	208	225	240	255
Cataloguer	165	178	192	208
Reading-room Librarians—				
Commercial and Technical	165	178	192	208
Literature	165	178	192	208
New Zealand Room	165	178	192	208
Sociology	165	178	192	208
Assistants in Charge of Routine—				
Cataloguer	155	165	178	192
Reservations	155	165	178	192
Children's Library	118	131	144	157
Overdues	118	131	144	157
General Assistants	118	131	..	..

Typists and Female Clerical Staff (excepting Library Staff)

	First Year.	Second Year.	Third Year.	Fourth. Year.
	£	£	£	£
Grade A	78	91	104	117
Grade B	130	143	156	171
Grade C	182	195	208	..
Grade D	221	234	250	..
Gas Demonstrator	208	221	234	..
Electric Demonstrator ..	208	221	234	..

Book-keepers and General Clerks (Temporary) :—

Grade 1, £3 4s. per week.

Grade 2, £3 14s. per week.

OVERTIME

4. (a) All time worked in excess or outside of the hours specified in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and thereafter at double time, with a minimum of 1s. 6d. per hour. This provision shall not apply, however, to the following workers:—

Workers in receipt of £400 per annum or more.

The Town Clerk's staff.

The City Valuer's staff.

Any worker whilst engaged in duties in connection with municipal elections or polls, the City Treasurer's staff during the periods of monthly and annual balances, and during the period of ten working-days prior to and following the rate penalty dates.

Gasworks Foreman.

Ranger.

Sextons.

(b) No overtime for which overtime rates are payable shall be worked by any employee without the approval of the head of the department in which the employee is employed.

(c) Any employee who is required to work overtime after 6 p.m. and who has not been given notice the previous day or who cannot reasonably get home for a meal shall be paid a meal allowance of 2s.

HOLIDAYS AND ANNUAL LEAVE

5. (a) Except as provided in subclause (b) hereof, all employees shall be entitled to the following public holidays without any deduction of pay—viz., New Year's Day, the day

following New Year's Day, Anniversary Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day.

(b) All employees after twelve months' continuous service shall be entitled to ten consecutive working-days' recreational leave on full pay, exclusive of any holidays mentioned in sub-clause (a) hereof. Should the employment of an employee be terminated for any reason other than wilful misconduct after having served not less than twelve months, such employee shall be paid a proportionate allowance for holidays.

(c) Annual leave may accumulate for, but not beyond, two years with the consent of the Council.

(d) At least fourteen days' notice of the commencement of the annual leave shall be given by the Council to the employee.

SICK-LEAVE

6. Pending the development of a general scheme of sick-pay for all employees, sick-leave shall be allowed to employees at the discretion of the Council.

CLOTHING

7. (a) Any employee required by the Council to wear a uniform while on duty shall be provided with same at the expense of the employer.

(b) Workers whose duties necessitate their working outside shall be provided with raincoats as necessary.

MORNING TEA

8. An interval not exceeding ten minutes shall be allowed to the female staff for morning tea, provided, however, that there is no interference with ordinary duties or inconvenience to the public.

EXPENSES

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

(b) When any employee is required to be on duty before or after ordinary public means of conveyance, other than specially hired conveyance, are available, he shall either be supplied with transport or have his fares paid by the Council to enable him to proceed to or from his home.

HIGHER-GRADE DUTIES

10. Any employee who is instructed to perform the full 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 or she commenced the higher-grade duty at a rate not less than the minimum salary paid for the higher-grade position: Provided, however, that this clause shall operate only from the date of the signing of this award.

PAYMENT OF SALARIES

11. All salaries shall be paid fortnightly. For the purpose of calculating the amount payable fortnightly in respect of annual salaries the amount of the annual salary shall be divided by twenty-six.

APPLICATION

12. No person in the employment of the Council who, at the date of this award, is in receipt of a higher rate of pay or other remuneration or more holidays, or whose hours of duty are less than herein provided, or who has been carrying out any of the duties covered by this award for a period of twelve months or over prior to the date of this award, shall have his or her pay, remuneration, or holidays reduced, or hours increased, or suffer any reduction in status on account of this award.

TERMS OF EMPLOYMENT

13. (a) Vacant positions shall be filled where practicable by promotions of employees already on the staff of the Council: Provided that the decision of the Council as to 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) Any member of the union canvassing any member of the Council for any appointment, promotion, or transfer shall be automatically disqualified.

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

(e) In the absence of special written agreement between the Council and any permanent employee one month's notice of resignation or dismissal shall be given by the employee or the employer, except in the case of wilful misconduct, dishonesty, or serious dereliction of duty, when the employment may be summarily terminated.

GENERAL ORDERS UNDER THE 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.

COMPLAINTS

15. 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.

WORKERS TO BE MEMBERS OF THE UNION

16. It shall not be lawful for the Council to employ or to continue to employ in any position subject to this award any person who, for the time being, is not a member of the Dunedin Municipal Clerical and other Employees' Industrial Union of Workers.

MATTERS NOT PROVIDED FOR, AND APPEALS

17. Any dispute in connection with any matter not provided for in this award shall be settled between the 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.

PART-TIME EMPLOYEES

18. Rates of remuneration or wages for part-time employees whose services do not necessitate his or her employment for substantially the number of hours specified in clause 2 hereof shall be decided by negotiations between the president and secretary of the union and the Council.

RIGHT OF ENTRY

19. The secretary or other authorized officer of the union shall be entitled to enter at all reasonable times upon the

premises or offices of the Council for the purpose of interviewing any employee in connection with the operation of this award, but so as not to interfere unreasonably with the Council's business.

TERM OF AWARD

20. 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 25th day of November, 1943.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

A complete settlement in this dispute was arrived at by the assessors in Conciliation Council, and the terms of settlement were forwarded 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, a date subsequent to the coming into operation of the Economic Stabilization Emergency Regulations 1942; consequently in making the award the Court is bound to comply with Regulation 38 of the said regulations.

The workers for whom provision is made in this award have not previously been covered by any award or agreement, and as the rates of remuneration and conditions of employment now prescribed are in a number of cases identical with those which applied to the workers on 15th December, 1942, whilst in others they are in accordance with decisions made by the employer in October, 1942, the Court has decided to make the award in accordance with the terms of settlement, adjusted in certain instances, with the concurrence of the parties, to ensure compliance with the requirements of the Stabilization Regulations.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.