

**DUNEDIN CITY COUNCIL ELECTRICITY DEPARTMENT
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 workers in the Dunedin City Corporation Electricity Department as provided for herein.

Hours of Work

2. The ordinary hours of work shall not exceed forty per week, to be worked between the hours of 8 a.m. and 5 p.m., eight hours per day, Monday to Friday inclusive.

Overtime

3. (a) For all the time worked outside or in excess of the hours prescribed in clause 2 hereof workers shall be paid at an hourly rate calculated by dividing the annual salary by 2080.

(b) If a worker is called from his home to work outside the ordinary working-hours, he shall be paid for the time occupied by him in travelling from and returning to his home, calculated on the basis of three miles per hour, with a minimum of two hours' pay: Provided that where a conveyance is supplied or a public conveyance available, the worker shall be entitled to be paid only for the time actually occupied in travelling.

(c) The employer shall allow meal-money at the rate of 2s. per meal when workers are required to work after 6 p.m., provided that workers cannot reasonably get home to their meals. No worker shall be required to work more than five hours without a meal.

Holidays

4. (a) The following holidays shall be allowed: Christmas Day, Boxing Day, Easter Monday, Good Friday, Labour Day, New Year's Day, Anniversary Day, Anzac Day, and the birthday of the reigning Sovereign, the day following New Year's Day.

(b) An annual holiday of two weeks shall be allowed to each worker in addition to the holidays provided in sub-clause (a) hereof. Should a worker leave without completing his year of service he shall be paid a sum equivalent to the salary he would receive for a holiday proportionate to the time served.

Salaries

5. (a) For the purpose of this clause "service" shall mean service with the Dunedin City Council.

(b) Any worker in the employ of the Council 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, but not more than one increment shall be paid in any twelve-monthly period.

(c) 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.

(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 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) *Definitions.*—Grade 1 Test-room Assistants shall mean and include senior Maintenance and Construction Engineers, Engineer in charge of Ward Street, and Senior Test-room Assistants. Grade 2 Test-room Assistants shall mean test-room assistants holding wiremen's license and mechanical fitters. Grade 3 Test-room Assistants shall mean and include all other test-room assistants.

(f) The minimum salaries shall be:—

	First Year.	Second Year.	Third Year.	Fourth Year.
	£	£	£	£
Grade 1 Test-room Assistants	330	340	350	360
Grade 2 Test-room Assistants	300	310	320	..
Grade 3 Test-room Assistants	275	280	285	290
Second Assistant Test-room Engineer	370	385
Foreman Reticulation Department	400	425	445	..
Assistant Foreman Reticulation Department	350	370	390	..
Reticulation Foreman, Outram	332	352	377*	..
Reticulation Foreman, Mosgiel	332	352	377*	..
Storeman Greaser	270	283
Head Storeman	315	325	340	350
Assistant Storeman	270	280	290	300
†Sub-station Attendants, Outram	290	300
†Sub-station Attendants, Port Chalmers	290	300	312	..

* Pays rent £52 per annum.
free house, light, and power.

† To apply to present men only who shall also receive

Suburban Work

6. (a) "Suburban work" means work performed by a worker at a distance of over a mile and a half from the Electricity Department Test-room in Cumberland Street, or some central place to be agreed upon, but which does not come within the definition of "country work."

(b) Workers employed on suburban work shall be at the mile and a half boundary by a reasonable mode of access for trucks at the hour appointed for the commencement of work, and they shall be returned to the said boundary at the hour appointed for the cessation of work.

Country Work

7. (a) "Country work" means work performed by a worker at a distance which necessitates his lodging elsewhere than at his usual place of residence.

(b) A worker employed on country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by his employer.

(c) The employer shall provide every worker employed on country work with suitable accommodation while so employed.

(d) The employer shall provide a vehicle to return men employed on country work to the city for the week-end on Friday and take them back to the country work on the following Monday: Provided that travelling time in one direction shall be in the employee's own time.

General

8. (a) The present practice regarding the supplying of tools shall continue.

(b) Dirt-money of 2s. per day or part of a day shall be paid when a worker is required to perform work on the installation or overhaul of storage batteries.

Higher-grade Duties

9. 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 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

10. 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.

Matters not provided for

11. Any dispute in connection with any matter arising out of and in connection with this award and not specifically dealt with therein shall be settled between the particular employer concerned and the president or secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, 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.

Right of Entry

12. The secretary or other authorized officer of the union concerned shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of the Union

13. 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.

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.

Scope of Award

15. This award shall apply to the Dunedin City Council Electricity Department.

Term of Award

16. 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.
