

**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 its amendments; 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 under-mentioned 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 terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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, 1947, 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 14th day of September, 1945.

[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) All work done outside or in excess of the hours prescribed in clause 2 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Ordinary time shall be arrived at by dividing the annual salary by 2,080.

(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 shall be the recognized holidays: New Year's Day, the day following New Year's Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Anniversary Day, Christmas Day, Boxing Day, Anzac Day, and such other additional holidays as may from time to time be authorized by the employing body.

(b) Time worked on any of the above-mentioned holidays or on Sundays shall be paid for at double ordinary rates.

(c) 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.

(c) All workers 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 worker 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 technical test-room assistants holding a wireman's license and also test-room fitters and turners. Grade 2 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.
Second assistant test-room engineer ..	£ 396	£ 411	£ 428	£ ..
Maintenance and construction engineers, substation attendant at Ward Street ..	356	366	376	386
Grade 1 test-room assistants	326	336	346	..
Grade 2 test-room assistants	306	316
Foreman, Reticulation Branch	426	451	471	..
Assistant foreman, Reticulation Branch ..	376	396	416	428
Foreman, Reticulation Branch workshop	366	376	386	..
* Reticulation foreman, Outram	358	378	403	..
* Reticulation foreman, Mosgiel	358	378	403	..
Storeman-greaser	296	309	313	..
Head storeman	341	351	366	376
Assistant storeman	296	306	316	326
Substation attendant, Outram	316	326	338	..
Substation attendant, Port Chalmers ..	316	326	338	..
Reticulation Branch fitters turners, welders, blacksmith	323	338

* Pays rent, £52 per annum.

Shift-work

6. (a) Notwithstanding anything provided in any other clause hereof, shifts may be worked as required by the employer. Forty hours shall constitute an ordinary week's work and shall be paid for at 10 per cent. additional to the rates provided in clause 5 (f).

(b) The relieving shift-man on Sunday shall be paid at time and a half rates.

Suburban Work

7. (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

8. (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 worker's own time.

General

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

(b) Dirt-money at the rate 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 or such other work as may be mutually agreed upon as being dirty work.

(c) Welders shall be provided with aprons and shall be paid 2s. per day extra as a welding-allowance.

Higher-grade Duties

10. Any worker who, with the approval of the head of the department, performs the major portion of the duties of a higher-grade worker 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 duties at a rate not less than the minimum salary paid for the higher position.

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.

Matters not provided for

12. 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

13. 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 Union

14. 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.

Increase in Rates of Remuneration

15. 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

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, 1945, 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, 1947.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of Court hath hereunto set his hand, this 14th day of September, 1945.

[L.S.]

A. TYNDALL, Judge.

1847

MEMORANDUM

In making the award, which embodies the terms of settlement arrived at either in Conciliation Council or by the representatives of the parties, the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

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

A. TYNDALL, Judge.
