

DUNEDIN CITY COUNCIL AND DUNEDIN DRAINAGE AND
SEWERAGE BOARD **INSPECTORS.**—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 City Council and Dunedin Drainage and Sewerage Board Inspectors' (other than Tramway Inspectors) Industrial Union of Workers (hereinafter called "the union") and the undermentioned Council and Board (hereinafter called "the employers") :—

Dunedin City Council, Dunedin.

Dunedin Drainage and Sewerage Board, 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, 1950, 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 17th day of August, 1948.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Scope of Award

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

Hours of Work

2. (a) Except as provided in the following subclauses, forty hours shall constitute a week's work.

(b) Any member of the union whose regular place of employment is at the Municipal Chambers shall observe the same working-hours as are normally observed by other officers of the said offices.

(c) The traffic staff shall be required to work not more than eight hours per day on five days of the week. Except on Saturday, the day's work shall be continuous. Shifts shall be rostered so that no worker shall be required to work more than one late shift in every three weeks and so that each officer shall be free from duties (other than on special occasions) every second week from 9 p.m. Friday to 7 a.m. Monday.

(d) The ordinary hours of work for workers employed at the vehicle-testing station shall not exceed forty per week and shall be worked on the five days of the week, Monday to Friday, between the hours of 8 a.m. and 5 p.m.

(e) All other members of the union not specifically covered by subclauses (b), (c), and (d) 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, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b) When sanitary inspectors, building inspectors, traffic inspectors, Drainage Board inspectors, or testing-station workers are required to be on duty on any holiday above prescribed, such workers shall be allowed time off duty at the rate of one and a half hours for each hour worked, with a minimum of four hours. Such time off shall be taken at a later date to be agreed upon by the Council or the head of the department concerned, and such time off duty shall not be deducted from the annual recreational leave. In lieu of allowing time off as herein provided, an employee may be paid in cash for any time off to which he is entitled, and any decision to make such payment shall be made by the head of the department after conferring with the employee concerned.

(c) When the infectious-diseases inspector and other workers not mentioned in the preceding subclause are called upon to perform work on a holiday enumerated in subclause (a) hereof, such workers shall be paid double rates for the time worked in addition to the ordinary pay for that day.

(d) All employees after twelve months' service shall be entitled to two weeks' recreational leave on full pay, exclusive of any holidays mentioned in subclause (a) hereof. Should the employment of an employee be terminated after having served less than twelve months, such employee shall be paid a proportionate allowance for holidays. Any employee who is required to stand by for emergency work outside the ordinary hours shall be allowed an extra week's leave.

(e) Should any of the holidays, other than Anzac Day, mentioned in subclause (a) hereof fall on a Saturday or on a Sunday, such holiday shall be observed on the next succeeding working-day.

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

Clothing

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

Meal Allowance

5. 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 2s. 3d.: Provided that this allowance shall not be paid to shift-workers.

Expenses

6. (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

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

Payment of Salaries

8. 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.

Complaints

9. 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

10. 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.

Salaries

11. (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 an 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: Provided that if the union is dissatisfied with the decision of the employer, the matter may be referred to the Conciliation Commissioner for the district, who shall decide the same.

(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 December (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 January 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 employees specified in the following schedule:—

	First Year. £	Second Year. £	Third Year. £	Fourth Year. £	Fifth Year. £
Sanitary department—					
Inspectors * † ..	460	480	495	510	525
Building department—					
Inspectors ..	460	480	495	510	525
Traffic department—					
Senior inspector ..	485	500	..	..	..
Inspectors and rangers ..	400	415	425	435	445
Motor testing station—					
Supervisor ..	470	..	..	..	..
Inspectors ..	415	..	..	..	..
Assistant inspectors ..	390	..	..	..	..
Works department—					
Overseer, paving and plant	535	550	..	..	..
Overseers (north, south, central) ..	450	475	500	515	525
Overseer (sanitary works)	480	500	..	..	..
Water department—					
Overseer ..	535	550	..	..	..
Race overseer ..	460	480	500	..	..
Gas department—					
Fittings foreman ..	425	450	475	490	500
Mains and services foreman	445	470	495	510	520
					(includes £65 house allowance)
Drainage and sewerage—					
Chief plumbing inspector	565	575	..	..	..
Plumbing inspectors—					
special duties ..	525	535	545	..	..
Plumbing inspectors ..	460	480	495	510	525
Overseer, plumbing-station	565	585	(pays £65 house rent)		

*A sanitary inspector shall mean and include any person who is qualified to carry out the duties of a health or sanitary inspector in terms of section 25 of the Health Act, 1920.

†Provided that any inspector engaged permanently on infectious-diseases work shall receive £10 per annum additional to the above-mentioned rates.

Overtime

12. (a) All time worked outside or in excess of the hours prescribed in clause 2 hereof shall be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that this subclause shall have no application to the workers provided for in the next subclause.

(b) When the overseers in the works, pumping-station, water, drainage, and sanitary works, and the infectious-diseases inspector perform work in excess of or outside of their ordinary hours, they shall be allowed equivalent time off at a time to be mutually arranged between the employer and the head of the department.

(c) No overtime shall be worked by any employee without the approval of the head of the department in which the employee is employed.

(d) All work done on Sundays shall be paid for at double ordinary rates.

Trainees

13. Trainees for the position of sanitary inspectors may be employed for a period not exceeding two years on rates to be mutually agreed upon between the employer and the Rehabilitation Department. At the expiry of two years such workers shall, if then possessing the prescribed qualification for sanitary inspectors, be paid at the commencing rate in the scale for sanitary inspectors.

General Conditions

14. (a) Vacant places 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

15. All officers covered by this award and officers subsequently appointed to positions covered by this award shall 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

16. 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

17. 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 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.

Term of Award

18. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of April, 1948, and so far as 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, 1950.

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 17th day of August, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

The rates of remuneration prescribed in this award are *not* to be increased by the application of the provisions of the Court's general orders of 9th August, 1940, and 31st March, 1942.

A. TYNDALL, Judge.

DUNEDIN CITY COUNCIL AND DUNEDIN DRAINAGE AND
SEWERAGE BOARD **INSPECTORS**—AMENDMENT OF
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 the Dunedin City Council and Dunedin Drainage and Sewerage Board Inspectors' award, dated the 17th day of August, 1948, and recorded in 48 Book of Awards 1473.

Upon reading the joint application of the parties for amendment of the Dunedin City Council and Dunedin Drainage and Sewerage Board Inspectors' award, dated the 17th day of August, 1948, the Court, in pursuance and exercise of the powers vested in it by section 92 (1) (c) of the Industrial Conciliation and Arbitration Act, 1925, and of every other power in that behalf thereunto enabling it, and with the consent of the parties, doth hereby order as follows:—

1. That the said award shall be amended by inserting, immediately after the heading "Building Department" in subclause (f) of clause 11, the following words and figures:—

	“ 1st Year.	2nd Year.
	£	£
“ Chief Building Inspector ..	565	575 ”

2. That this order shall come into force on the day of the date hereof.

Dated this 22nd day of November, 1948.

[L.S.]

D. J. DALGLISH, Deputy Judge.
Acting as Judge of the Court.