

**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, 1951, 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 26th day of September, 1949.

[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. 6d. 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.

(d) Time worked between midnight and 6.30 a.m. shall be paid for at the rate of double time.

*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 shall be paid for at double rates in addition to the payment for the holiday.

(c) An annual holiday of two weeks shall be allowed to each worker in addition to the holidays provided in subclause (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.

(d) Double rates shall be paid for work performed on Sundays. A worker shall be paid on Sundays and holidays at double time rates from the time the worker leaves his home until he returns thereto.

### *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 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 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 December (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 January 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 technicians shall mean technical test-room technicians holding a wireman's license. Grade 2 test-room technicians shall mean and include all other test-room technicians.

(f) The minimum salaries shall be:—

	First Year.	Second Year.	Third Year.
Test-room Branch—	£	£	£
Second assistant engineer .. .. .	522	532	547
Maintenance and construction engineer .. .. .	482	492	507
Grade 1 technicians .. .. .	432	442	457
Grade 2 technicians .. .. .	382	392	407
Fitter .. .. .	427	..	..
Attendant, Ward Street .. .. .	492	507	522
Reticulation Branch—			
Reticulation foreman, City .. .. .	522	547	577
First assistant foreman, City .. .. .	497	512	532
Second assistant foreman, City .. .. .	487	497	512
* Reticulation foreman, Outram .. .. .	462	482	507
* Reticulation foreman, Mosgiel .. .. .	462	482	507
Workshop foreman .. .. .	497	507	512
Fitters, turners, blacksmiths .. .. .	427	..	..
Converter Stations Branch—			
Storeman greaser .. .. .	407	..	..
Stores Branch—			
Head storeman .. .. .	477	487	497
Assistant storeman .. .. .	413	..	..
Assistants .. .. .	397	..	..
Sub-stations Branch—			
* Outram .. .. .	457	467	487
* Port Chalmers .. .. .	457	467	487
Garage Branch—			
Foreman engineer .. .. .	522	532	547

\* 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) Dirt-money at the rate of 2s. 6d. per day or part of day shall be paid where a worker is required to perform work on the installation or overhaul of storage batteries or such other work as may be mutually agreed as being dirty work.

(b) Welders shall be provided with aprons and shall be paid 2s. 6d. per day extra as a welding-allowance.

(c) An interval of ten minutes shall be allowed each morning for rest and refreshment.

(d) Employees who normally wear overalls or dustcoats shall purchase their own overalls or dustcoats and shall launder them at least once weekly, and the employers shall pay to such employees a clothing allowance of 1½d. per hour.

#### *Higher-grade Duties*

10. Any employee who is instructed to perform the duties of a higher-grade employee, and who does so for more than one week, shall 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.

*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, 1949, 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, 1951.

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 26th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

The parties desire to record that the rates of wages provided for in this award have been considered on the basis of the rates of wages ruling in the Public Service at the date of this award and agree that should the Public Service rates be subsequently amended application should be made to the Court for approval of an amendment to maintain the same relationship with the Public Service.

A. TYNDALL, Judge.

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