

DUNEDIN CITY COUNCIL WATERWORKS CARETAKERS—
INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 31st day of August, 1949, between the Dunedin City Council and the Dunedin Municipal Clerical and Other Employees' Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942, it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 31st day of August, 1949, between the Dunedin City Council, of the one part, and the Dunedin Municipal Clerical and Other Employees' Industrial

Union of Workers, of the other part: Now therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 12th day of October, 1949.

[L.S.]

A. TYNDALL, Judge.

DUNEDIN CITY COUNCIL WATERWORKS CARETAKERS—INDUSTRIAL AGREEMENT

THIS industrial agreement made pursuant to the Industrial Conciliation and Arbitration Act, 1925, this thirty-first day of August, 1949, between the Dunedin City Council (hereinafter called the "employer") of the one part, and the Dunedin Municipal Clerical and Other Employees Industrial Union of Workers (hereinafter called "the union") of the other part, witnesseth that it is hereby mutually agreed between the employer and the union as follows:—

SCHEDULE

1. *Workers to Whom Agreement Applies*

This agreement shall apply to the Dunedin City Council Waterworks' Caretakers.

2. *Hours of Work*

(a) The ordinary hours of work shall not exceed forty per week to be worked in accordance with a schedule to be prepared for each position by the head of the department and a copy of which will be lodged with the secretary of the union.

(b) Such schedule shall provide for time necessarily required to be worked on Saturdays, Sundays, and on holidays to permit each officer's essential work to be carried out: Provided that each worker shall be allowed one whole week end free of duty in each three weekly period, such week ends off to be rostered by the head of the department.

(c) Work performed outside or in excess of the ordinary hours shown in the schedule for the appropriate positions (other than when performed on Sundays or on the public holidays specified in clause 3 and for which provision is made accordingly hereunder) shall constitute extraordinary hours.

(d) Such extraordinary hours shall be worked as the exigencies of the service demand and shall be approved (in advance where practicable) by the head of the department.

(e) The extraordinary hours referred to in sub-clauses (c) and (d) hereof when worked and approved as prescribed shall be paid for at time and a half rates.

3. *Holidays*

(a) Except for work performed on holidays as provided for under the schedule of ordinary hours of work for the appropriate positions all employees shall be entitled to the following holidays without deduction of pay: 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) Where a worker has to perform work on any of the above holidays he shall be allowed equivalent time off additional to his annual leave; provided such work is authorized by the head of the department.

(c) Work performed during extraordinary hours on the days mentioned in subclause (a) shall be approved by the head of the department (in advance when practicable) and shall be paid for at double rates in addition to the holiday pay payable for such day.

(d) In consideration of their being required to stand-by outside their ordinary hours of work employees shall be allowed an annual leave of three weeks.

4. *Overtime*

Work performed during extraordinary hours on Sundays shall be approved in advance when practicable by the head of the department and shall constitute overtime. Such hours shall be paid for at double time rates.

5. *Sick-leave*

Sick-leave shall be allowed to employees at the discretion of the employer.

6. *Raincoats, &c.*

Raincoats and waterproof leggings shall be supplied to employees where necessary.

7. *Salaries*

(a) All salaries shall be paid fortnightly.

(b) The following shall be the minimum salaries payable for the specified positions:—

Caretaker—		Per Annum.	Pays Rent.
		£	£
Deep Creek	..	455	39
Southern Reservoir	..	455	39
Ross Creek	..	513	39
High Levels	..	513	65
Waitati Leith	..	492	39

8. *Complaints*

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.

9. *Terms of Employment*

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 employer, excepting that in the case of dishonesty, wilful misconduct, or serious dereliction of duty when an employee shall be subject to immediate suspension or immediate dismissal.

10. *Workers to be Members of Union*

It shall not be lawful for the Council to employ or to continue to employ in any position covered by this agreement any person who is not for the time being a member of the Dunedin Municipal Clerical and Other Employees (other than Inspectors) Industrial Union of Workers.

11. *Matters Not Provided For*

Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer and the secretary of the union and in default of any agreement being arrived at then such dispute shall be referred to the Conciliation Commissioner for the district, 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 to the other party within fourteen days after such decision shall have been made known to the party desiring to appeal.

12. *Term of Agreement*

This agreement, in so far as wages are concerned shall be deemed to have come into force on the first day of June, 1949, and in so far as the other conditions are concerned it shall come into force on the day of the date hereof and shall continue in force until the thirty-first day of March, 1951.

Signed on behalf of the Dunedin Municipal Clerical and Other Employees (other than Inspectors) Industrial Union of Workers—

W. C. McDONNELL, Secretary.

Signed on behalf of the Dunedin City Council—

R. A. JOHNSTON, Town Clerk.