

DUNEDIN CITY COUNCIL **SEXTONS**—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' (other than Inspectors) 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' (other than Inspectors) 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 6th day of October, 1949.

[L.S.]

A. TYNDALL, Judge.

DUNEDIN CITY COUNCIL **SEXTONS**—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 (other than Inspectors) 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. *Scope of Agreement*

This agreement shall apply to the employment of the sextons employed by the Dunedin City Council.

2. Hours of Work

The ordinary hours of work shall not exceed forty per week, to be worked on the five days of the week, Monday to Friday, between 8 a.m. and 5 p.m.

3. Wages

The following shall be the minimum rates of wages:—

	Per Annum.			
	£	s.	d.	
Sexton, Anderson's Bay Cemetery	426	9	6	(pays rent £39½).
Sexton, Northern Cemetery	371	7	0	(plus £65 rent allowance).
Sexton, Southern Cemetery	391	16	6	(pays rent £32½).

4. Overtime

Work done outside or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Sextons required to work on Saturday shall be paid for a minimum of four hours at overtime rates, and for attendance at funerals on a Sunday shall be paid £1.

5. Holidays

(a) An annual holiday of three weeks on full pay shall be allowed sextons.

(b) A whole holiday shall be allowed without deduction from pay on Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Good Friday, Easter Monday, Labour Day, Anniversary Day, and the birthday of the reigning Sovereign. Work performed on any of these days shall be paid for at double the ordinary rates.

6. Complaints

Any person called upon to answer any charge arising out of a complaint against him shall be entitled to have the assistance of the secretary of the union or other person appointed in that behalf at any inquiry and he shall be entitled to call evidence.

7. 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 or president 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 within fourteen days after such decision shall have been communicated to the party desiring to appeal.

8. *Right of Entry*

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 Council for the purpose of interviewing any employee in connection with the operation of this agreement, but not so as to interfere unreasonably with the Council's business.

9. *Workers to be Members of Union*

It shall not be lawful for the Council, to employ or to continue to employ in any position subject to 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.

10. *Term of Agreement*

This agreement in so far as it relates to wages shall be deemed to have come into force on the first day of April, 1949 and in so far as the other conditions of the agreement 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.