

DUNEDIN CITY COUNCIL AND DUNEDIN DRAINAGE AND SEWERAGE BOARD **CLERICAL AND OTHER 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 undermentioned local authorities (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, 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 heretofore been affixed, and the Judge of the Court hath hereunto set his hand, this 25th day of November, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Scope of Award

1. This award shall apply to clerical workers and other employees of the Dunedin City Council and of the Dunedin Drainage and Sewerage Board specifically mentioned herein.

Hours of Work

2. (a) Unless otherwise provided herein, the ordinary hours of work shall not exceed forty per week, to be worked on the five days of the week, Monday to Friday, both days inclusive.

(b) It shall be competent for the Council to arrange for shift-work or rostered duty for employees engaged in the tepid baths and for the Town Hall messenger. The ordinary hours shall not exceed forty per week.

Salaries

3. (a) For the purpose of this clause "service" shall mean service with the Dunedin City Council and/or the Dunedin Drainage and Sewerage Board: Provided that in the case of employees under the age of twenty-one years entering the service of the employer after the commencement of this award, previous service of a similar character in another local authority or commercial house shall count as service.

(b) All employees 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 that month in which they enter the service. All future increments to which they become entitled shall take effect from the first day of April next following.

(c) Where an employee is transferred or is promoted 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.

(d) Where an employee is promoted to a new position his commencing salary for such position shall be fixed by the employer at a figure on the general scale which will enable him by annual increments to reach the maximum for his position not later than the commencement of the third year in his new position: Provided that where the appointee is in Grade VI at the time of such appointment he shall complete the steps in that grade before proceeding to the initial salary for his new position as will enable him to reach the maximum for the position at the commencement of the third year thereafter.

(e) In all cases where the maximum for the position is less than the maximum for the grade, the commencing salary shall be assessed at that point in the general grading scale as will give the maximum for the position not later than the commencement of the third year in such position.

(f) Male clerical workers (other than General Division) shall be paid salaries in accordance with the years of service in the following grade which shall be known as "Grade VI":—

	£
First year	160
Second year	185
Third year	220
Fourth year	250
Fifth year	280
Sixth year	317
Seventh year	347
Eighth year	372
Ninth year	397
Tenth year	422
Eleventh year	447

Provided that a junior male clerical worker, having obtained a School Certificate, shall commence at the rate provided for the second year and a junior male clerical worker, having passed the University Entrance examination, shall commence at the rate payable for the third year.

The undermentioned positions shall be graded as follows and the maximum salary for each position shall be as indicated in the schedule:—

	Maximum Salary. £
<i>Grade V</i> (£462-£477-£492-£507)—	
Third Clerk, Municipal Department ..	507
Assistant Cashier	507
Clerk, Transport Department ..	507
Records Clerk, Elect. Engineer's Office ..	507
Senior Clerk, Electrical Test Room ..	477
Third Clerk, Electricity Department ..	507
Second Clerk, Gas Department ..	507
Records Clerk, Town Clerk's Office ..	507
Clerk, Valuer's Office	492
Valuers	507

	Maximum Salary. £
<i>Grade IV (£527-£542-£557)—</i>	
Ledger Clerk, Municipal Department ..	557
Accounts Clerk, Municipal Department ..	557
Internal Auditor	542
Second Clerk, Electricity Department ..	537
First Clerk, Gas Department ..	527
Senior Clerk, City Engineer's Office ..	527
Chief Revenue Clerk, Transport Department ..	542
Correspondence Clerk, Town Clerk's Office ..	542
Senior Valuers	527
<i>Grade III (£582-£597-£612)—</i>	
Paymaster	582
Water Accountant	582
Drainage Accountant	612
Assistant Accountant, Electricity Department	597
Contracts Clerk, Electricity Department ..	582
<i>Grade II (£622-£637-£657)—</i>	
Gas Accountant	647
Committee Clerk, Town Clerk's Office ..	657
<i>Grade I (£687-£717-£757)—</i>	
Cashier	687
Purchasing Officer	747
Transport Accountant	757
Electricity Accountant	757
Municipal Accountant	757

(g) Typists and female clerical staff shall be paid in accordance with the following grades :—

—					Division 1.	Division 2.	Division 3.
					£	£	£
Grade A	..	..	..	..	160	185	220
Grade B	..	..	..	..	250	280	322
Grade C	..	..	..	..	337	347	..
Grade D	..	..	..	..	372	382	397

The grading shall be subject to the following conditions :—

(i) Appointees without previous experience or any examination qualifications will commence at Division 1, Grade A; those with Junior Government Shorthand-typists' Examination or School Certificate will commence at Division 2, Grade A; those with the Senior Government Shorthand-typists' Examination or University Entrance Examination will commence at Division 3, Grade A.

(ii) Shorthand-typists employed in Grade A or Division 1 or 2 of Grade B who pass the Junior or Senior Government Shorthand-typists' Examination will proceed to the next division in their grade (or from Division 3, Grade A, to Division 1, Grade B) on the date their qualification is received and be eligible for further promotion in Grades A and B on the following normal increment date.

(iii) Transfers from Grade A to Grade B other than those provided for in clause (ii) shall be made after one year's satisfactory service in Division 3, Grade A.

(iv) Employees with nine years' experience (including two years' service with the Dunedin City Council or with the Dunedin Drainage and Sewerage Board as the case may be) may be transferred to Grade C from Division 3 of Grade B if employed on senior duties which, in the opinion of the employer, warrant a higher rate of pay than is provided for in Grade B but shall remain in Grade C only while employed on such senior duties. The divisions of Grade C do not represent annual increments and appointments to any division of this grade are to be personal to the employee concerned. The service qualifications of nine years' experience and two years' service may be waived by the employer in the case of the senior shorthand-typist of any department.

(v) The senior typist, Town Clerks' Department, and the senior typist, City Engineer's Department, may be transferred to Grade D after passing through Grade C and will be placed in such division within the grade as the position occupied warrants. A like transfer to Grade D may be made in the case of female clerical employees if in the opinion of the employer there are exceptional circumstances which warrant such a course. The divisions of Grade D do not represent annual increments. Appointments to any division of this grade are personal to the employees concerned.

(vi) Payment above the scale rates shall be made to employees qualified as follows:—

£15 per annum to employees in Grades A, B, or C who are engaged in operating book-keeping machines.

(vii) The positions occupied by the following female employees shall be graded as stated hereunder:—

Position	From	To
Tepid baths attendants	Div. 1, Grade B	Div. 3, Grade B.
Clerk, tepid baths	Div. 1, Grade B	Div. 3, Grade B.
Housekeeper, Waipori	Div. 1, Grade B	Div. 3, Grade B.
Cooking demonstrators—		
Without Home Science Degree	Div. 1, Grade C	Div. 2, Grade C.
With Home Science Degree	Div. 1, Grade D	Div. 3, Grade D.

(h) *General Clerical Division (Male)*: (i) Workers employed as general clerks shall mean and include adult male clerks occupying positions not otherwise classified in this agreement and who have not passed through Grade VI of subclause (f) of clause 3 hereof. General clerks shall be paid according to the following scale:—

Division 1	..	..	..	£397
Division 2	..	..	..	£422
Division 3	..	..	..	£447

The numbers of such clerks shall not any time exceed seven in each of Divisions 2 and 3.

(ii) Casual and temporary clerks shall be paid £7 10s. per week.

(i) The following shall be the minimum salaries for the under-mentioned workers:—

	First Year. £	Second Year. £	Third Year. £
Storeman, Water Department, Ward Street	394	..	..
Storeman, Works Department, Ward Street	403	423	441
Gas meter readers	391	405	419
Electric meter readers	391	405	419
Town Hall messenger	385	396	..
Town Hall custodian	499	..	..
Chainmen	394	..	..
Tepid baths custodian	449	459	469
Tepid baths attendants (male)	392	402	..

Overtime

4. (a) All time worked in excess of the hours prescribed in clause 2 hereof shall be paid at the rate of time and a half for the first three hours and thereafter at double time, with a minimum of 1s. 9d. per hour. This provision shall not apply to employees whose salary is fixed in Grades I and II of subclause (f) of clause 3 or to the Town Hall custodian.

(b) No overtime for which overtime rates are payable shall be worked by any employee without the approval of the head of the department in which the employee is employed.

(c) Any employee who is required to work overtime after 6 p.m. and who has not been given notice the previous day or who cannot reasonably get home for a meal shall be paid a meal allowance of 2s. 3d.: Provided that in cases where it is necessary to obtain a meal outside the city area the meal allowance shall be 2s. 6d.

Holidays

5. (a) Except as provided in subclause (b) hereof, all employees shall be entitled to the following public holidays without deduction

of pay—viz., New Year's Day, the day following New Year's Day, Anniversary Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b) When any employee is required to be on duty on any holiday or portion of a holiday above prescribed he shall be allowed time off duty at the rate of two hours for each hour worked with the minimum of four hours. Such time off shall be taken at a later date to be agreed upon by the employer 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) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

(d) At least fourteen days' notice of the commencement of the annual leave shall be given by the employer to the employee.

Clothing

6. (a) Any employee required by the employer to wear a uniform while on duty shall be provided with same at the expense of the employer.

(b) Workers whose duties necessitate their working outside shall be provided with raincoats, leggings, and goloshes as necessary.

Morning Tea

7. An interval not exceeding ten minutes shall be allowed in the morning for refreshments. Adequate facilities shall be provided for the making of tea.

Expenses

8. (a) All authorized out of pocket expenses incurred by any employee in the execution of his duties shall be paid by the employer.

(b) When an employee is required to be on duty before or after ordinary public means of conveyance are available he shall either be supplied with transport or have his fares paid by the employer to enable him to proceed to or from his home.

Payment of Salaries

9. 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.

Application

10. No person in the employment of the employer who at the date of this award is in receipt of a higher lawful rate of pay or other remuneration or more holidays or whose hours of duties are less than herein provided or who has been carrying out the duties covered by this award for a period of twelve months or over prior to the date of this award shall have his or her pay, remuneration, or holidays reduced or hours increased or suffer any reduction in status on account of this award.

Terms of Employment

11. (a) Vacant positions shall be filled where practicable by promotions of employees already on the staff of the employer: Provided that the decision of the employer as to the fitness or otherwise of any employee for promotion shall be final.

(b) In the absence of special written agreement between the employer and any employee, one month's notice of resignation or dismissal shall be given, except in the case of casual and temporary clerks when the notice shall be one week: Provided that in the case of wilful misconduct, dishonesty, or serious dereliction of duty the employment may be summarily terminated.

(c) Where an employer dismisses a worker on less notice than is provided in subclause (b) hereof without there being wilful misconduct, dishonesty, or serious dereliction of duty, the employer shall pay to the worker an amount equal to the amount such worker would have earned had the full notice been given. Such payment shall be additional to any holiday pay due for services rendered.

Part-time Employment

12. Rates of remuneration or wages for part-time employees whose services do not necessitate his or her employment for substantially the number of hours specified in clause 2 hereof shall be decided by negotiations between the president and secretary of the union and the employer.

Matters Not Provided For

13. Any dispute in connection with any matter not provided for in this award 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, 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 within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Right of Entry

14. 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 Council's business.

Workers to be Members of Union

15. It shall not be lawful for the employer to employ or to continue to employ in any position subject to this award 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.

Complaints

16. 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 the inquiry, and he shall be entitled to call evidence.

Term of Award

17. This award, in so far as it relates to salaries and wages, shall be deemed to have come into force on the 1st day of April, 1949, and so far as the other conditions of the 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 25th day of November, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement agreed upon by the parties.

The parties by a request dated the 24th August, 1949, desire the following to be recorded:—

“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 of Arbitration of New Zealand for approval of an amendment to maintain the same relationship with the public service.”

A. TYNDALL, Judge.