

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 Regulations 1950; and in the matter of the industrial agreement made on the 9th day of April, 1951, between the Dunedin City Council and the Dunedin Municipal Clerical and Other Employees' Industrial Union of Workers.

WHEREAS by the Economic Stabilization Regulations 1950 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 9th day of April, 1951, 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 29th day of May, 1951.

[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 ninth day of April, 1951, 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

*Workers to Whom Agreement Applies*

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

*Hours of Work*

2. (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) 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 subclause (c) and (d) hereof when worked and approved as prescribed shall be paid for at time and a half rates.

#### *Holidays*

3. (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) When a worker is called upon to perform work on any of the holidays specified in subclause 3 (a) of this clause he shall be paid ordinary time rates for such day as a holiday, and in addition double time rates for actual time worked. Any work performed on the days specified shall be approved by the head of the department in advance where practicable.

(c) In consideration of their being required to standby outside their ordinary hours of work employees shall be allowed an annual leave of three weeks.

#### *Overtime*

4. 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.

#### *Sick-leave*

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

#### *Raincoats, &c.*

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

#### *Salaries*

7. (a) All salaries shall be paid fortnightly.

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

	Per Annum	Pays Rent
	£	£
Caretaker—		
Deep Creek .. .. .	481	39
Southern Reservoir .. .. .	481	39
Ross Creek .. .. .	539	39
High Levels .. .. .	539	65
Waitati Leith .. .. .	518	39

*Complaints*

8. 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*

9. 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.

*Workers to be Members of Union*

10. 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.

*Matters Not Provided For*

11. 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.

*Orders of the Court of Arbitration*

12. The wages paid to all employees covered by this agreement shall be varied up or down in accordance with any order of the Court of Arbitration of New Zealand, the variation on this date being an increase of 15% as set out in the order dated 30th January, 1951.

*Term of Agreement*

13. This agreement, in so far as wages are concerned shall be deemed to have come into force on the first day of April, 1951 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, 1953.

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—

J. C. LUCAS, Town Clerk.