

DUNEDIN CITY CORPORATION **TRANSPORT OFFICIALS**—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 25th day of October 1951, between the Dunedin City Corporation and the Dunedin Corporation Transport Officials 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 25th day of October 1951, between the Dunedin City Corporation, of the one part, and the Dunedin Corporation Transport Officials 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 November 1951.

[L.S.]

A. TYNDALL, Judge.

DUNEDIN CITY CORPORATION TRANSPORT OFFICIALS—INDUSTRIAL AGREEMENT

THIS industrial agreement made pursuant to the Industrial Conciliation and Arbitration Act, this 25th day of October, 1951, between the Dunedin City Corporation (hereinafter called the "employer") of the one part, and the Dunedin Corporation Transport Officials 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

Scope of Award

1. This award shall apply to the clerical workers, Inspectors, foremen, leading hands, gangers, and storekeeper employed by the Transport Department of the Dunedin City Corporation.

Hours of Work

2. (a) The ordinary hours of work for all workers (other than Inspectors) shall not exceed forty per week, to be worked not more than eight per day on the five days of the week (Monday to Friday).

(b) The ordinary hours of work for inspectors shall be 40 hours per week to be worked on any five days of the week as required by the department, provided that not more than eight hours are worked on any one day. For every hour worked on Saturday payment shall be made for one-and-a-half hours and for every hour worked on Sunday payment shall be made for two hours.

Sunday Work

3. A worker required to work on Sunday as part of his normal week's work of 40 hours, shall be paid double rates for a minimum of eight hours, provided that work for not exceeding two hours after midnight on Saturday shall be considered to be performed on the Saturday and provided further that an inspector called in to work on his Sunday off shall be employed for a minimum of four hours and shall be paid double rates for the time worked.

Overtime

4. (a) Overtime shall be calculated on a daily basis and shall be paid for at the rate of time-and-a-half for the first three hours and double time thereafter. Meal money at the rate of 3s. per meal shall be paid to workers working overtime over a meal period who have not been given notice of such overtime the previous day and/or who cannot reasonably get home for a meal in the interval allowed.

(b) Except as otherwise provided for herein workers required to work on rostered days off shall be paid for a minimum of eight hours work.

Roster

5. Inspectors shall, when possible, alternate day and night shifts weekly, duties to be shown on a roster posted in the Inspectors' room.

Wages

6. (a) The following shall be the minimum rates of wages per annum:—

	First Year £	Second Year £	Third Year £
Depot Superintendent	570	580	590
Night-Shift Superintendent	530	545	560
Garage Foreman	540	555	570
Body Shop Foreman	525	540	555
Fitting Shop Foreman	495	510	525
Electrical Foreman	495	510	525
Permanent Way Foreman	495	510	525
Overhead Foreman	495	510	525
Paint Shop Foreman	495	510	525
Permanent Way Ganger	460	470	480
Chief Inspector	560	570	585
Traffic Inspectors	540	550	560
Ticket Inspectors	515	530	540
Traffic Clerk	570	590	605
Revenue Clerks	485	500	515
*Engineer's Clerk	485	500	515
Assistant Traffic Clerk	515	535	550
Roster Clerk (Motor Bus)	500	515	535
Roster Clerk (Other)	485	500	515
Storekeeper	485	500	515

*To go to £485 on 1st April, 1951 then by annual increment to the maximum of £515.

(b) Junior male clerical workers shall be paid according to the scale set out for Grade VI in the D.C.C. and D.D. & S.B. Clerical and Other Employees Industrial Agreement.

(c) The salaries and allowances payable 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 per cent as set out in the order dated 30th January, 1951.

Holidays

7. (a) A whole holiday shall be allowed without deduction from pay on New Year's Day, the day following New Year's Day, Anniversary Day, Anzac Day, Good Friday, Easter Monday, Labour Day, Boxing Day, Christmas Day, and the birthday of the reigning Sovereign.

(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 a minimum of four hours. Such time off shall be taken at a date to be agreed upon between the employee and the manager of the department.

(c) An annual holiday of two weeks on full pay shall be allowed to each worker. Annual leave must be taken each year and must not be allowed to accumulate. At least one month's notice of the commencement of the annual leave shall be given to the employee.

(d) Subclauses (a), (b), and (c) of this clause shall not apply to Inspectors. Inspectors shall be allowed three weeks' leave every nine months plus two extra days for every shift worked on Christmas Day, Anzac Day, Good Friday and Labour Day.

Uniforms and Promotions

8. (a) Uniforms shall be provided by the employer to those workers who are required to wear same. Two pairs of overalls shall be provided annually for foremen and gangers, who shall be paid 2s. 6d. per week for laundering such overalls.

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

Reports

9. (a) *Reports*—No charge laid by an Inspector or other officer shall be acted upon unless the intention to lay such charge has been made known to the worker concerned at the time of the alleged offence or as soon after as practicable. An Inspector or other officer riding on a vehicle who intends to report a worker for an offence shall advise the worker of such intention before leaving the vehicle. The report shall be lodged in writing at the office of the employer within twenty-four hours after the incident, Saturdays, Sundays, and holidays excepted.

(b) *Complaints*—(i) No complaint from any person who is not an officer of the employing authority shall be acted upon unless—

- (1) The complaint is in writing and signed by the complainant.
- (2) The complaint is received at the employer's office within seventy-two hours of the incident, Saturdays, Sundays, and statutory holidays excepted, or unless it can be established that delay in making the complaint was due to injury to the complainant
- (3) The complaint is submitted to the worker or workers concerned not later than ninety-six hours after such incident, days off and holidays excepted.

(ii) Complaints emanating from minors shall be laid by the parent or guardian.

(iii) Any complaint by a worker against an officer of the employing authority shall be delivered to the employer's office within seventy-two hours of the incident complained of.

(c) *Inquiries*—(i) No report or complaint shall be made the subject of a charge unless it has been lodged within the times specified in paragraphs (a) and (b) hereof, excepting where such time has been extended owing to injury to the complainant as provided in paragraph (b) (i), and the worker has been notified in writing of the report or complaint within twenty-four hours of the expiry of those times, (Saturdays, Sundays, holidays, and days-off excepted).

(ii) The worker shall make an explanation in regard to any complaint, report, or charge within twenty-four hours after the delivery of written notification to him. A worker shall have the right to make a copy of complaints made against him. The management, after considering the worker's explanation, shall advise the worker if, in the management's opinion, the case is one involving disciplinary action by way of dismissal, loss of standing or suspension, in which case the worker shall have the right to require that an inquiry be held, at which he may, if he so desires, have present a duly authorised officer of the union to defend him, and shall also have the right to call witnesses.

(iii) Any worker who is suspended pending an inquiry and who is later exonerated shall be paid for the time he would have worked at the appropriate rate of pay.

(iv) The union secretary shall be allowed, on application to the General Manager, to inspect records of any employee charged with an offence.

(v) Workers concerned shall initial any entry recorded on their departmental record of any offence and may, if they so desire, take a copy of such entry.

(vi) Any worker who has given notice of intention to exercise the right of appeal conferred by section 6 of the Tramways Amendment Act, 1910, shall be entitled to obtain a copy of all the evidence taken before any departmental inquiry in connection with the matters upon which the said appeal is being lodged, and shall, upon application, be supplied with a copy of such evidence not less than one week before the date set down for the hearing of such appeal.

Dispute

10. The essence of this award is that the work of the employer shall proceed in the customary manner and shall not on any account whatsoever be impaired. If any dispute or difference shall arise between the parties bound by this award and be not settled by mutual agreement, every such dispute or difference shall be referred to a committee to be composed of three representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be the Conciliation Commissioner for the district or a person appointed by him. In the event of the committee failing to reach an agreement the chairman shall either decide the issue or refer the dispute to the Court for decision within fourteen days of the date of the committee meeting. Either side shall have the right of appeal to the Court against a decision of any such committee, or of the chairman of any such committee, upon giving the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Right of Entry

11. 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 purposes of interviewing any employee in connection with the operation of the award, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union

12. 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 is not for the time being a financial member of the Dunedin City Corporation Transport Officials' Industrial Union of Workers.

Term of Award

13. This agreement so far as it relates to wages shall be deemed to have come into force on the 1st day of April, 1951, and so far as all other terms and conditions are concerned on the day it is approved by the Arbitration Court of New Zealand and it shall continue in force until the 30th September, 1952.

Signed on behalf of the Dunedin City Corporation Transport Officials Industrial Union of Workers—

W. C. McDONNELL, Agent.

Signed on behalf of the Dunedin City Council as employer—

J. C. LUCAS, Town Clerk.