

DUNEDIN CITY CORPORATION **TRANSPORT OFFICIALS**—INDUSTRIAL
AGREEMENT

[Filed in the Office of the Clerk of Awards, Dunedin]

This industrial agreement made pursuant to the Industrial Conciliation and Arbitration Act, 1954, this 20th day of December, 1954, 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 Inspectors, foremen, leading hands, gangers, and storekeepers 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 (including depot Inspectors) shall be forty 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.

(c) If a worker remains on duty during his meal period, he shall be paid not less than time and a half rates and such period shall count as overtime.

Sunday Work

3. (a) A worker required to work on Sunday as part of his normal week's work of 40 hours, shall be paid double ordinary 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 shall be paid for at double ordinary rates.

(b) An inspector called into work on his Sunday off shall be employed or paid for a minimum of four hours at double ordinary rates.

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 4s. 0d. 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/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.

Inspectors Shift Work

5. Inspectors shall, when possible, alternate day and night shifts weekly, duties to be shown on a roster posted in the Inspectors' room. The roster shall be posted at least one week in advance and thereafter shall not be altered.

Wages

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

	First Year			Second Year			Third Year		
	£	s.	d.	£	s.	d.	£	s.	d.
Depot Superintendent	692	10	0	717	10	0	742	10	0
Night Shift Superintendent	657	10	0	672	10	0	692	10	0
Garage Foreman	672	10	0	697	10	0	717	10	0
Body Shop Foreman	662	10	0	677	10	0	697	10	0
Overhead & Permanent Way Foreman	627	10	0	642	10	0	657	10	0
Fitting Shop Foreman	622	10	0	637	10	0	652	10	0
Electrical Foreman	622	10	0	637	10	0	652	10	0
Paint Shop Foreman	612	10	0	627	10	0	642	10	0
Depot Foreman, McBride Street	632	10	0	647	10	0	662	10	0
Permanent Way Ganger	577	10	0	587	10	0	597	10	0
Storekeeper	647	10	0	662	10	0	677	10	0
Traffic Inspectors (3)	682	10	0
Other Inspectors	647	10	0	657	10	0	667	10	0

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, or by agreement with the union a day in lieu of 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.

(e) Workers, whose employment with the Dunedin City Corporation extends to ten years or more, shall be allowed an additional week's annual leave on full pay, up to a maximum of three weeks.

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 foreman 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 the 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 authorized 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 an 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 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 this agreement, 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 agreement any person who is not for the time being a financial member of the Dunedin City Corporation Transport Officials' Industrial Union of Workers.

Increase in Rates of Remuneration

13. The rates of remuneration determined by this agreement shall be increased to the extent and in the manner prescribed by the general orders of the Court made under the Economic Stabilization Regulations 1953, and dated the 19th day of November, 1953, and the 28th day of October, 1954, respectively.

(EXPLANATORY NOTE.—The general order of the 19th November, 1953, increased rates of remuneration determined by awards and industrial agreements by an amount equal to 10 per cent thereof.

The general order of the 28th October, 1954, revoked the general order of the 19th November, 1953, and increased rates of remuneration determined by awards and industrial agreements by an amount equal to 13 per cent thereof, with effect from the 18th day of November, 1954.

Both orders excluded from the scope of the increases:—

- (1) Such portion of the remuneration of each worker in each week as exceeded the amount of £12 in the case of adult male workers, the amount of £9 in the case of adult female workers, and the amount of £7 in the case of male and female workers under the age of 21 years; and
- (2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing or special footwear.

The term of "remuneration" means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commissions, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

Term of Award

14. This agreement so far as it relates to wages shall be deemed to have come into force on the 1st day of October, 1954, and so far as all other terms and conditions are concerned from the date of the making hereof and it shall continue in force until the 30th September, 1956.

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.
