

DUNEDIN CITY COUNCIL **ELECTRICITY DEPARTMENT EMPLOYEES—**
INDUSTRIAL AGREEMENT

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

THIS industrial agreement made pursuant to the Industrial Conciliation and Arbitration Act, this 15th day of March, 1955, 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

Industry to Which Award Applies

1. This agreement shall apply to workers in the Dunedin City Corporation Electricity Department as provided for herein.

Hours of Work

2. The ordinary hours of work shall not exceed forty per week, to be worked between the hours of 8 a.m. and 5 p.m., eight hours per day, Monday to Friday inclusive.

Overtime

3. (a) Overtime shall be calculated on a daily basis and shall be paid at the rate of time and a half for the first two hours worked each day outside or in excess of the normal working hours and double time thereafter.

(b) If a worker is called from his home to work outside the ordinary working hours he shall be paid for the time occupied by him in travelling from and returning to his home, calculated on the basis of three miles per hour, with a minimum of two hours' pay: Provided that where a conveyance is supplied or a public conveyance available, the worker shall be entitled to be paid only for the time actually occupied in travelling.

(c) The employer shall allow meal money at the rate of four shillings (4s.) per meal when workers are required to work after 6 p.m., provided that workers cannot reasonably get home to their meals. No worker shall be required to work for more than five hours without a meal.

(d) Time worked between midnight and 6.30 a.m. shall be paid for at the rate of double time.

Holidays

4. (a) The following shall be the recognized holidays: New Year's Day, the day following New Year's Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Anniversary Day or a day to be mutually agreed upon in lieu thereof, Christmas Day, Boxing Day, Anzac Day, and such other additional holidays as may from time to time be authorized by the employing body.

(b) Time worked on any of the abovementioned holidays shall be paid for at double rates in addition to the payment for the holiday.

(c) An annual holiday of two weeks shall be allowed to each worker in addition to the holidays provided in subclause (a) hereof. Should a worker leave without completing his year of service, he shall be paid a sum equivalent to the salary he would receive for a holiday proportionate to the time served.

(d) Double rates shall be paid for work performed on Sundays. A worker shall be paid on Sundays and holidays at double time rates from the time the worker leaves his home until he returns thereto.

(e) Any worker who has completed or who completes ten years' service with the City Council shall be allowed an additional week's annual leave on full pay.

Salaries

5. (a) For the purpose of this clause, "service" shall mean service with the Dunedin City Council.

(b) Any worker in the employ of the Council at the coming into operation of this agreement shall be allowed for past service in his present position in the computation of the salary to which he is entitled by the provisions contained herein.

(c) All workers entering the service after the commencement of this agreement 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 the month in which they enter the service. All future annual increments to which they become entitled shall take effect from the first day of April next following.

(d) Where any worker is promoted or is transferred 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.

(e) *Definitions*—Grade 1 test-room technicians shall mean technical test-room technicians holding a wireman's licence. Grade 2 test-room technicians shall mean and include all other test-room technicians.

(f) The minimum salaries shall be:—		First	Second	Third
<i>Test Room Branch</i> —		Year	Year	Year
		£	£	£
Assistant Engineers	.....	862	880	900
(a) Technical				
(b) Test Room				
(c) Construction and Maintenance (3 positions)				
Maintenance and Construction Engineer	.....	795	825	845
Grade I Technicians	.....	730	740	755
Grade II Technicians	.....	620	630	665
Fitter	.....	715	.....	.....
Attendant, Ward Street	.....	795	825	845
<i>Reticulation Branch</i> —				
Reticulation Foreman, City	.....	845	885	920
First Assistant Foreman, City	.....	820	835	865
Second Assistant Foreman, City	.....	805	820	835
*Reticulation Foreman, Outram	.....	765	795	830
*Reticulation Foreman, Mosgiel	.....	765	795	830
Workshop Foreman	.....	820	830	835
Foreman Cable Jointer	.....	740	750	775
†Foreman Carpenter	.....	730	740	750
Foreman Painter	.....	715	725	735
Fitters, Turners, and Blacksmith	.....	715	.....	.....
<i>Converter Station</i> —				
Storeman-greaser	.....	660	.....	.....
<i>Stores Branch</i> —				
Stores Superintendent	.....	820	845	880
Assistant Storeman	.....	700	720	740
<i>Sub-station Branch</i> —				
*Outram	.....	755	775	795
*Port Chalmers	.....	755	775	795
<i>Garage Branch</i> —				
Foreman Engineer	.....	845	865	885

*Pays rent, £52 per annum.

†Plus tool allowance as per Carpenters' award.

(g) Every worker covered by this agreement who has been in the one position for ten years at its maximum rate shall receive a service increment of £17 5s. per annum and after a further five years in the same position shall receive a second service increment of £17 5s. per annum.

(h) The salaries and allowances payable to all employees covered by this agreement shall not be subject to the general order of the Court of Arbitration dated the 28th day of October, 1954, which increased rates of remuneration determined by awards and industrial agreements by an amount equal to 13 per cent thereof.

Shift Work

6. Notwithstanding anything provided in any other clause hereof, shifts may be worked as required by the employer. Forty hours shall constitute an ordinary week's work and shall be paid for at 10 per cent additional to the rates provided in clause 5 (f).

Suburban Work

7. (a) "Suburban work" means work performed by a worker at a distance of over a mile and a half from the Electricity Department test-room in Cumberland Street, or some central place to be agreed upon, but which does not come within the definition of "country work".

(b) Workers employed on suburban work shall be at the mile and a half boundary by a reasonable mode of access for trucks at the hour appointed for the commencement of work, and they shall be returned to the said boundary at the hour appointed for the cessation of work.

Country Work

8. (a) "Country work" means work performed by a worker at a distance which necessitates his lodging elsewhere than at his usual place of residence.

(b) A worker employed on country work shall be conveyed by his employer to and from such work free of charge, or his travelling expenses going to and returning from such work shall be paid by his employer.

(c) The employer shall provide every worker employed on country work with suitable accommodation while so employed.

(d) The employer shall provide a vehicle to return men employed on country work to the city for the week-end on Friday and take them back to the country work on the following Monday. Provided that travelling time in one direction shall be in the worker's own time.

General

9. (a) Dirt money at the rate of 3s. 3d. per day or part of day shall be paid where a worker is required to perform work on the installation or overhaul of storage batteries or such other work as may be mutually agreed as being dirty work.

(b) Welders shall be provided with aprons and shall be paid 3s. 3d. per day extra as a welding allowance.

(c) An interval of ten minutes shall be allowed each morning and afternoon.

(d) Employees who normally wear overalls or dustcoats shall purchase their own overalls or dustcoats shall launder them at least once weekly, and the employers shall pay to such employees a clothing allowance of 1½d. per hour.

Higher Grade Duties

10. Any employee who is instructed to perform the duties of a higher grade employee, and who does so for more than one week, shall be paid from the date upon which he commenced the higher grade duties at a rate not less than the minimum salary paid for the higher position.

Payment of Salaries

11. 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.

Matters Not Provided For

12. Any dispute in connection with any matter arising out of and in connection with this agreement and not specifically dealt with therein shall be settled between the particular employer concerned and the president or secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may 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 communicated to the party desiring to appeal.

Right of Entry

13. The Secretary or other authorized officer of the union concerned shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union

14. 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 for the time being is not a member of the Dunedin Municipal Clerical and Other Employees' Industrial Union of Workers.

Terms of Agreement

15. This agreement in so far as it relates to wages, shall be deemed to have come into force on the 18th day of November, 1954, and so far as all the other conditions are concerned it shall come into force on the day of the date hereof and shall continue in force until the 15th day of March, 1957.

Signed on behalf of the Dunedin City Council as employer—

J. C. LUCAS, Town Clerk.

Signed on behalf of the Dunedin Municipal Clerical and Other Employees (other than Inspectors) Industrial Union of Workers—

W. C. McDONNELL, Secretary.

MEMORANDUM

The parties desire to record that the rates of wages provided for in this agreement have been considered on the basis of the rates of wages ruling in the Public Service at the date of this agreement and agree that should the Public Service rates be subsequently amended then the rates of wages prescribed by clause 5 (f) shall also be amended to maintain the same relationship with the Public Service.