

DUNEDIN CITY COUNCIL **WATERWORKS CARETAKERS**—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 third day of May, 1955 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 weekend free of duty in each three weekly period, such weekends 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, or a day to be mutually agreed upon in lieu of 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) 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) 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.

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, etc.

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:

Caretaker—				Per Annum	Pays Rent
				£	£
Deep Creek	.....	.....	.....	625	39
Southern Reservoir	.....	.....	.....	625	39
Ross Creek	.....	.....	.....	690	39
High Levels	.....	.....	.....	690	65
Waitati Leith	.....	.....	.....	670	39

(c) An allowance has been included in the salaries prescribed by subclause (b) hereof in recognition of employees being required to stand-by outside their ordinary hours of work.

Increase in Rates of Remuneration

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

(EXPLANATORY NOTE.—The general order of the 28th October, 1954 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 13 per cent thereof, but excluded from the scope of the increase—

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

Complaints

9. 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

10. 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

11. 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

12. 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.

Term of Agreement

13. This agreement, in so far as salaries are concerned shall be deemed to have come into force on the first day of April, 1955, 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, 1957.

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.