

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 28th day of June 1957, 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.

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 (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.

(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.

(e) Should a worker leave without completing his year of service, he shall be paid a sum equivalent to the salary he would receive for the holidays provided for in subclauses (c) and (d) hereof proportionate to the time served.

Overtime

4. (a) All time worked outside or in excess of the ordinary hours of work provided for in clause 2 shall constitute overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) When any worker is called out in an emergency to work outside the ordinary hours of work, he shall receive overtime rates with a minimum of two hours for each separate call provided that this subclause shall not apply to the worker required to perform routine maintenance of the chlorination plant outside or in excess of his ordinary hours of work who shall be paid for time actually worked at the rates provided in subclause (a) hereof. When the call-out is on a Saturday or Sunday double time shall be paid.

(c) All overtime shall be approved (in advance where practicable) by the head of the department.

(d) For the purpose of this agreement, time and a half rates shall mean time and a half ordinary rates and double time shall mean double ordinary time rates.

Sick Leave

5. Employees shall be allowed sick leave in accordance with the council's policy.

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	785	39
Southern Reservoir	875	52
Ross Creek	850	39
High Levels	850	65
Waitati-Leith	830	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.

(d) The salary and allowances payable to all employees covered by this agreement shall not be subject to the general order of the Court of Arbitration dated 26 October 1956, which increased rates of remuneration determined by awards and industrial agreements by an amount equal to 18 per cent thereof.

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.

Term of Agreement

12. This agreement, in so far as salaries are concerned shall be deemed to have come into force on the 1st day of April 1957, 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 31st day of March 1959.

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

I. E. STILL, Secretary.

Signed on behalf of the Dunedin City Council:

J. C. LUCAS, Town Clerk.

AUCKLAND MASTER BUILDERS INDUSTRIAL UNION OF EMPLOYERS AND
AUCKLAND CARPENTERS AND JOINERS AND JOINERS' MACHINISTS INDUS-
TRIAL UNION OF WORKERS—OPINION OF COURT ON DISPUTE REFERRED BY
CONCILIATION COUNCIL

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Auckland Master Builders Industrial Union of Employers (applicant) and the Auckland Carpenters and Joiners and Joiners' Machinists Industrial Union of Workers (respondent); and in the matter of a case stated under section 136 of the Industrial Conciliation and Arbitration Act 1954.

CASE STATED BY COUNCIL OF CONCILIATION FOR ADVICE OR OPINION OF COURT

WHEREAS an application dated 4th day of February 1957, for a hearing by Council of Conciliation of an industrial dispute between the parties named above was duly filed by the applicant union with the Clerk of Awards at Auckland.

And whereas in pursuance of such application a Council of Conciliation met at Auckland on the 18th day of March 1957, and at such meeting the respondent objected to being a party to an Auckland (56-Mile Radius) Award and by counter proposals amended in Council proposed that the "local" dispute should come within the scope of and be included in the New Zealand (Except Otago and Southland) Carpenters and Joiners' Dispute, claims for which have been filed with the Clerk of Awards, Wellington, Tuesday, 21st day of May 1957, being fixed for the hearing of such dispute. And it was contended by the Council that in consequence of such objection by the respondent the hearing of the application before the Council should not proceed.

And whereas the Council of Conciliation resolved that the advice or opinion of the Court of Arbitration in the matter be sought.

Now therefore in terms of section 136 of the Industrial Conciliation and Arbitration Act 1954, the matter is hereby referred to this honourable Court praying advice or opinion on:

Should there be an Auckland (56-Mile Radius) Carpenters' and Joiners' Award or should the area covered by that award come within the scope of and be included in a New Zealand (Except Otago and Southland) Carpenters' and Joiners' Award?

OPINION OF THE COURT DELIVERED BY TYNDALL, J.

The Court is not satisfied that either or both disputes named in the application are properly before a Council of Conciliation

Further the Court was requested to exercise its discretion under section 145 of the Industrial Conciliation and Arbitration Act 1954 and decline to make an award to cover only that area contained within a 56-mile radius of the Chief Post Office, Auckland.

As indicated in a previous opinion upon a case stated by a Council of Conciliation (51 Book of Awards 992) we consider that the section only authorises the Court to refuse to make an award after the industrial dispute has been referred to it. This stage has not been reached in the present instance.

For the foregoing reasons the Court declines to answer the question referred to it.

Dated this 28th day of June 1957.

[L.S.]

A. TYNDALL, Judge.