

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 1954, this 2nd day of October 1957, 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 Agreement 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. All time worked on Saturday after 12 noon shall be paid for at double ordinary rates.

(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 and sixpence (4s. 6d.) 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 10 p.m. and 6.30 a.m. shall be paid for at the rate of double time.

Holidays

4. (a) The following shall be the recognised 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 authorised by the employing body.

(b) Time worked on any of the above-mentioned 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.

(f) Should a worker leave without completing the eleventh or any subsequent year of service with the council, he shall be paid a sum equivalent to the salary he would receive for the additional week's holiday proportionate to the time served in the particular year.

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 technicians shall mean technicians holding a wireman's licence. Grade 2 technicians shall mean and include all other technicians.

(f) The minimum salaries shall be:

Construction and Maintenance, Metering and Workshop Branches	First Year £	Second Year £	Third Year £
Construction and Maintenance Foreman	970	1,000	1,040
Metering Foreman	940	970	1,005
Electrical Workshop Foreman	940	970	1,005
Garage Foreman	930	950	970
Mechanical Workshop Foreman	895	905	915
Senior Technicians	865	900	930
Grade I Technicians	795	805	820
Grade II Technicians	670	680	720
*Foreman Carpenter	805	815	840
Foreman Painter	795	805	815
Fitters, Turners and Blacksmiths	775
Reticulation Branch			
Reticulation Foreman, City	940	970	1,005
First Assistant Foreman, City	895	915	950
Second Assistant Foreman, City	885	900	930
†Reticulation Foreman, Mosgiel	880	895	915
†Reticulation Foreman, Outram	830	865	905
Underground Reticulation Foreman	820	840	865
Stores Branch			
Stores Superintendent	895	930	965
Storeman Clerk	795	815	835
Substation Branch			
Operators, Ward Street and Neville St.	865	900	930
†Operators, Port Chalmers and Outram	820	840	865
Cleaner	715

*Plus tool allowance as per Carpenters' Award.

†Pays rent £52 per annum.

The Reticulation Foreman, City; the Reticulation Foreman, Mosgiel, and the Reticulation Foreman, Outram, shall be paid an additional amount of £17 5s. per annum to cover after-hour calls which do not involve the payment of overtime.

(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 26th day of October 1956, which increased rates of remuneration determined by awards and industrial agreements by an amount equal to 18 per cent thereof.

Stand-by

6. (a) The rates payable to workers who are rostered to stand-by at home outside the normal hours of work shall be:

Monday to Friday nights inclusive 5s. 0d. per night.

Saturdays, Sundays and holidays as prescribed in clause 4 (a) hereof 11s. 6d. per day.

(b) Stand-by on weekdays shall be counted from the normal weekday time for ceasing work until the normal weekday time for commencing work the following day.

(c) Stand-by on Saturdays, Sundays and holidays shall be counted from the normal weekday time for starting work and shall continue for twenty-four hours thereafter.

(d) Workers on stand-by duty shall proceed home as soon as they cease work and shall remain at home until called out or until the time when they are required to proceed to work on the following day. If the following day is a Saturday or a Sunday or a holiday on which the worker is not rostered for stand-by duty, his period of stand-by duty shall cease at the normal weekday time for starting work on that day.

(e) The stand-by roster shall be prepared by the employer and approved by the union and as far as possible shall not require any employee to stand-by more frequently than on alternate weeks.

(f) Any work performed by the worker on stand-by duty shall be paid for at overtime rates as provided in clause 3 of this agreement in addition to the pay for stand-by duty.

(g) With the exception of substation attendants, who must accept the bulk of the stand-by duty for their stations until alternative arrangements can be made for them, only qualified workers who volunteer to accept stand-by duty shall be included in the stand-by roster; provided that the union shall recommend all qualified members to co-operate to ensure that the burden of stand-by duty does not fall too heavily on a limited number of workers.

Shift Work

7. 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

8. (a) "Suburban work" means work performed by a worker at a distance of over a mile and a half from the Electricity Department testroom 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 at a reasonable point 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

9. (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 weekend 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

10. (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 employer shall pay to such employees a clothing allowance of 1½d. per hour.

(e) The following clothing allowances are to be paid to the employees specifically mentioned who are to provide therefrom their own waterproof clothing to the extent they consider necessary and to the satisfaction of the City Electrical Engineer:

- (i) £5 per annum. Grade II Technicians; Reticulation Foreman, City; First Assistant Foreman, City; Second Assistant Foreman, City; Reticulation Foreman, Mosgiel; Reticulation Foreman, Outram; Underground Reticulation Foreman.
- (ii) £2 10s. per annum. Construction and Maintenance Foreman, Electrical Workshop Foreman, Mechanical Workshop Foreman, Senior Technicians, Grade I Technicians, Foreman Carpenter, Fitters.

Higher Grade Duties

11. 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

12. 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 twentysix.

Matters Not Provided For

13. 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 employer 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

14. The secretary or other authorised officer of the union 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

15. 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.

Term of Agreement

16. This agreement in so far as it relates to wages, shall be deemed to have come into force on the 16th day of March 1957, 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 1959.

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:

I. E. STILL, 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.
