DUNEDIN CITY CORPORATION ELECTRICAL INSPECTORS—AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT 1913

This agreement is made this 12th day of October 1959, pursuant to the provisions of the Labour Disputes Investigation Act 1913, between the Dunedin City Corporation (hereinafter referred to as the "employer") and the Dunedin City Corporation Electrical Inspectors' Guild (hereinafter referred to as the "workers"). The employer and the workers hereby agree as follows:

Hours of Work

1. The ordinary hours of work shall not exceed 40 per week to be worked between the hours of 8 o'clock a.m. and 5 o'clock p.m. daily from Monday to Friday inclusive.

1085

Holidays

2. (a) Annual leave shall be granted in accordance with the Annual Holidays Act 1944, provided, however, that any worker who has completed or who completes 10 years' continuous service with the council shall be allowed three weeks' annual leave on full pay.

(b) In addition to the above-mentioned holiday, the workers shall be entitled to receive the following statutory holidays without deduction of pay—viz, New Year's Day, the day following New Year's Day, Anniversary Day or a day in lieu of Anniversary Day, Good Friday, Easter Monday, the Sovereign's Birthday, Labour Day, Christmas Day and Boxing Day.

(c) Should any of the holidays mentioned in sub-clause (b) hereof except Anzac Day fall on a Saturday or a Sunday then such holiday shall be observed on the next succeeding working day or days.

Remuneration or Wages

3. (a) The following shall be the minimum wages payable to the workers specified:

	Per Annum	
	From 1 April 1959	From 12 October 1959
Inspector	 £860–£885–£915*	£900-£925-£955*
Senior Inspector-Taieri	 £910-£930-£950	£950-£970-£990
Senior Inspector	 £930-£945-£960	£970-£985-£1,000
Chief Inspector	 £990-£1,010-£1,025	£1,030-£1,050-£1,065

*An additional step of $\pounds 20$ per annum above this rate is available subject to special recommendation by the City Electrical Engineer.

(b) Every worker covered by this agreement who has been in the one position for 10 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, provided that when the additional step referred to in sub-clause (a) hereof is granted, the employee's service at the maximum rate will be counted from the date he reached the third step for inspector and not from the date his salary is advanced to his new personal maximum.

(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 entered the service, and shall, if they enter the service between January and March (both months inclusive), receive their first annual increment on the first day of the second month of April following the month in which they entered the service. All future increments shall take effect on each subsequent 1st day of April.

(d) The salaries and allowances payable under 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, or to the general order of the Court of Arbitration dated 18 September 1959, which increased rates of remuneration determined by awards and industrial agreements by an amount equal to 24 per cent thereof.

Overtime

4. (a) All time worked outside or in excess of the hours prescribed in clause 1 hereof shall be overtime and shall be calculated on a daily basis and paid for at the rate of time and a half for the first two hours and double time thereafter.

(b) All work on Sundays shall be paid for at double ordinary rates.

1086

Sick-pay

5. Sick-pay shall be allowed by the employer in accordance with any sick-pay scheme which may be inaugurated by the council and which includes the workers covered by the agreement.

Terms of Employment

6. In the absence of any special written agreement between the employer and the worker, two weeks' notice of termination of employment shall be given by the employer or the worker, excepting in the case of dishonesty, wilful misconduct, or serious dereliction of duty, when a worker shall be subject to immediate suspension or instant dismissal.

Disputes

7. (a) If any dispute shall arise in connection with the operation of this agreement, the question in dispute shall be referred to a committee consisting of two representatives of the employer and two representatives of the workers for settlement.

(b) In case such representatives cannot agree, the matter in question shall be referred by either party to the Conciliation Commissioner of the district for a decision. The Commissioner's decision shall be final and binding on both parties.

Scope of Agreement

8. This agreement shall apply only to the parties named herein.

Terms of Agreement

9. This agreement shall be deemed to have come into force on the 1st day of April 1959, and shall continue in force until the 31st day of March 1961.

Signed on behalf of the Dunedin City Corporation Electrical Inspectors' Guild: W. F. H. TOWNSEND, Secretary.

Signed on behalf of the Dunedin City Corporation:

J. C. LUCAS, Town Clerk.

[NOTE—This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Dunedin, pursuant to section 8 (1) of the said Act, on the 27th day of October 1959.]