

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 12th day of June 1961, 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 40 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 3 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 five shillings (5s.) 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 10 years' continuous service with the Dunedin 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) The minimum salaries shall be:

Construction and Maintenance, Metering and Workshop Branches—	First Year £	Second Year £	Third Year £
Construction and Maintenance Foreman ..	1,075	1,120	1,165
Metering Supervisor	1,035	1,075	1,125
Electrical Workshop Foreman	1,035	1,075	1,125
Senior Mechanical Foreman	1,010	1,040	1,075
Mechanical Foremen	980	1,005	1,035
Garage Foreman	1,025	1,055	1,075
Service Branch Foreman	1,010	1,040	1,075
Service Branch Sub-Foreman	935	960	985
Senior Technicians	980	1,005	1,035
Grade I Technicians	895	920	945
*Grade II Technicians	830	855	885
Electrical or Mechanical Assistants	749	783	811
†Foreman Carpenter	895	920	945
Foreman Painter	870	895	920
Senior Fitters, Turners, Welders and Blacksmiths	885	905	..
Fitters, Turners, Welders and Blacksmiths	845	865	..
Pole Plant Foreman	790	815	840
Reticulation Branch—			
Senior Reticulation Foreman	1,055	1,095	1,140
Reticulation Foremen	980	995	1,030
Stores Branch—			
Senior Storeman Clerk	945	975	1,005
Storeman Clerk	885	905	925
Storeman	850	870	895
Assistant Storeman	766	795	820
Stores Assistants	692	715	732
Sub-Station Branch—			
Operators, Port Chalmers and Outram	910	930	955
Attendants	687	710	732

*Any Grade II Technician, who at the date of this agreement, is in receipt of an additional payment of £12 10s. per annum, shall be entitled to retain this additional payment whilst he is graded as a Grade II Technician.

†Plus tool allowance as per Carpenters' Award.

(f) Technical staff in the electrical sections shall not advance beyond third year Electrical Assistant without electrical registration.

(g) Advancement beyond third year Grade II Technician and again beyond third year Grade I Technician for Technicians in these grades shall not be automatic but only by specific appointment.

(h) All reticulation foremen shall be paid an additional amount of £17 5s. per annum to cover after hour calls which do not involve the payment of overtime.

(i) 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.

(j) 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 18th day of September 1959, which increased rates of remuneration determined by awards and industrial agreements by an amount equal to 24 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. per night.

Saturday, Sundays 15s. per day.

Holidays as prescribed in clause 4 of this agreement 20s. 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 24 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, except that the application of the said clause 3 to those members of the Metering Section standby roster shall be modified as below:

(i) The minimum of two hours pay as provided in clause 3 (b) shall apply to the first call-out only in each standby period. Standby periods shall be as per sub-clauses (b) and (c) of this clause.

(ii) Where the minimum payment is claimed, all further time worked in the stand-by period is to be totalled and paid for at double time rates.

(g) Only qualified workers who volunteer to accept stand-by duty shall be included in the stand-by roster; *but* recognising that there is an obligation on both the employer and the workers to maintain a 24 hour service with a minimum of interruption, 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 (e).

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. 6d. 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 provided that workers handling transformer oil shall be paid dirt money at the rate of 4s. 6d. per day or part of a day in lieu of the above.

(b) Welders shall be provided with aprons and shall be paid 4s. 6d. per day extra as a welding allowance.

(c) An interval of 10 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) An allowance of £5 per annum is to be paid to the employees specifically mentioned hereunder, who are to provide therefrom their own waterproof clothing to the extent they consider necessary and to the satisfaction of the City Electrical Engineer:

All Technicians; All Reticulation Foremen; Construction and Maintenance Foreman; Electrical Workshop Foreman; Mechanical Workshop Foremen; Foreman Carpenter; Fitters; Electrical and Mechanical Assistants.

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 26.

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 14 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.

Sick Leave

16. All employees covered by this agreement with the exception of fitters, turners, welders, blacksmiths and sub-station attendants shall be allowed sick leave in accordance with the council's 1944 scheme. Fitters, turners, welders, blacksmiths and sub-station attendants shall be allowed sick leave in accordance with the council's 1956 scheme.

Term of Agreement

17. This agreement in so far as it relates to wages, shall be deemed to have come into force on the 16th day of March 1961, 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 1963.

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 (e) shall also be amended to maintain the same relationship with the Public Service.