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DUNEDIN CITY CORPORATION ELECTRICAL INSPECTORS—AWARD

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Dunedin City Council and Dunedin Drainage and Sewerage Board Inspectors (Other than Tramway Inspectors) Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned corporation (hereinafter called “the employers”):

Dunedin City Corporation, Dunedin.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, doth hereby order an award:

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms

conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 31st day of October 1962 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 21st day of September 1961.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Scope of Award*

1. This award shall apply to the electrical inspectors employed by the Dunedin City Corporation.

##### *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. daily from Monday to Friday inclusive.

##### *Salaries*

3. (a) The following shall be the minimum salary rates payable to employees specified:

	First Year £	Second Year £	Third Year £	Fourth Year £
Chief inspector .. .. .	1,035	1,075	1,125	..
Senior inspector (city) .. .. .	980	1,005	1,035	..
Senior inspector (Taieri) .. .. .	980	1,005	1,035	..
Inspectors .. .. .	930	955	985	1,005

(b) Every worker covered by this award 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.

(c) The increments shown in the various positions shall be considered as annual increments and shall be paid according to years of service in each particular position. The employer may, however, withhold any increment if in its opinion the services and conduct of an employee should warrant such course and if on due inquiry, and after the union has had an opportunity to make any necessary representations, it is established that the services or conduct of the employee concerned do not warrant an advance meanwhile to a higher rate: Provided that if the union is dissatisfied with the decision of the employer, the matter may be referred to the Conciliation Commissioner for the district, who shall decide the same.

(d) Any employee in the employ of the council or of the board at the coming into operation of this award 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.

(e) All employees entering the service after the commencement of this award shall, if they enter the service during the months 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 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 enter the service. All future annual increments shall take effect at each subsequent first day of April.

(f) When an employee is promoted or transferred from one position to another and is thereby entitled to be transferred to a higher grade, he shall be paid the commencing salary for the higher grade immediately above that being paid to him at the time of his promotion or transfer. Subsequent annual increments shall become due and payable on the same basis as is prescribed in subclause (e) of this clause.

#### *Overtime*

4. (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 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*

5. (a) Except as provided in the succeeding subclauses, all employees shall be entitled to the following holidays without deduction of pay, viz: New Year's Day, the day following New Year's Day, Anniversary Day, Anzac Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b) Should any of the holidays mentioned in subclause (a) of this clause, other than Anzac Day, fall on a Saturday or a Sunday, such holiday shall be observed on the next succeeding working day.

(c) When any employee is called upon to perform work on any of the above-mentioned days he shall be paid at double rates for all time worked in addition to his payment for the holiday.

(d) All employees, after 12 months' service, shall be entitled to two weeks' recreational leave on full pay, exclusive of any holidays mentioned in subclause (a) of this clause. Should the employment of an employee be terminated after having served less than 12 months, such employee shall be paid a proportionate allowance for holidays. Any employee who is required to stand by for emergency work outside the ordinary hours shall be allowed an extra week's leave.

(e) An employee, after 10 years' service or more, shall be allowed an additional week's annual leave.

(f) Annual leave shall not be allowed to accumulate without consent of the employer.

#### *Expenses*

6. All duly authorised out-of-pocket expenses incurred by any employee in the execution of his duties shall be paid by the employer.

#### *Payment of Salaries*

7. All salaries shall be paid weekly. For the purpose of calculating the amount payable weekly in respect of annual salaries, the amount of the annual salary shall be divided by 52.

#### *General Conditions*

8. (a) Vacant places shall be filled where practicable by promotion of employees already on the staff of the particular department concerned: Provided that the decision of the council as to the fitness or otherwise of any employees for promotion shall be final.

(b) All appointments, promotions, or transfers shall in the first case be for a probationary period of six months.

(c) Temporary employees shall not be engaged for periods longer than six months except upon conditions as may be agreed to between the employer and the union.

(d) Any member of the union canvassing any member of the city council for appointment, promotion, or transfer shall be automatically disqualified.

(e) No appointment shall take effect unless and until a satisfactory certificate of physical fitness from a registered medical practitioner shall have been furnished by the appointee.

#### *Higher-grade Duties*

9. Any employee who, with the approval of the head of the department, performs the major portion of the duties of a higher-grade employee shall, if he occupies the higher-grade position for more than eight weeks continuously, be paid from the date upon which he commenced the higher-grade position at a rate not less than the minimum salary paid for the higher-grade position.

#### *Complaints*

10. An employee 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*

11. 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 the employer, excepting in the case of dishonesty, wilful misconduct, or serious dereliction of duty, when an employee shall be subject to immediate suspension or instant dismissal.

#### *Clothes*

12. Raincoats and waterproof leggings shall be supplied to the employees when necessary.

*Right of Entry*

13. The secretary or other authorised officer of the union shall be entitled to enter at all reasonable times upon the premises or offices of the employer for the purpose of interviewing any employee in connection with the operation of this award but not so as to interfere unreasonably with the employer's business.

*Matters Not Provided For*

14. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner 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 within 14 days after such decision shall have been communicated to the party desiring to appeal.

*Workers to be Members of Union*

15. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become and remain a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

*Term of Award*

16. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 1st day of April 1961, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of October 1962.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 21st day of September 1961.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.