
DUNEDIN CITY CORPORATION AND DUNEDIN DRAINAGE AND SEWERAGE
BOARD INSPECTORS—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 20th day of February, 1963 between the Dunedin City Corporation and the Dunedin Drainage and Sewerage Board (hereinafter called the "employer") of the one part, and the Dunedin City Council and Dunedin Drainage and Sewerage Board Inspectors (other than Tramway 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

Scope of Agreement

1. This agreement shall apply to the employees of the Dunedin City Council and of the Dunedin Drainage and Sewerage Board for whom provision is made herein.

Hours of Work

2. (a) Except as provided in the following subclauses, 40 hours shall constitute a week's work.

(b) Any employee whose regular place of employment is at the Municipal Chambers shall observe the same working hours as are normally observed by other employees of the said offices.

(c) All other employees covered by this agreement shall work the same hours as the men they control or work with.

(d) Electrical inspectors shall work 40 hours per week to be worked between the hours of 8 a.m. and 5 p.m. Monday to Friday inclusive.

Salaries

3. (a) The following shall be the minimum salary rates payable to the employees covered by this agreement and specified in the following Schedule:

	First Year £	Second Year £	Third Year £	Fourth Year £
City health department—				
*Inspectors	1,010	1,050	1,090	1,130
Senior inspector	1,155	1,180	1,205	.....
General inspector (with Hydatid Control Certificate)	980	1,025	1,065	.....
General inspector (without Hydatid Control Certificate)	870	910	930	.....
Building department—				
Inspectors	1,010	1,050	1,090	1,130
Inspector—special duties	1,155	1,180	1,205	.....
Chief inspector	1,205	1,240	1,275	.....
Works department—				
Overseer, paving and plant	1,195	1,240	1,275	.....
Overseers, north, south, and central	1,010	1,050	1,090	1,130
Overseers, sanitary works and cleansing	1,010	1,050	1,090	.....
Quarry manager	1,010	1,050	1,090	1,130
Water department—				
Overseer	1,155	1,205	1,245	.....
Race overseer	1,005	1,035	1,065	.....
Gas department—				
Fittings foreman	975	1,010	1,050	1,090
Mains and services foreman (including £65 house allowance)	1,000	1,030	1,070	1,110
D.D. and S.B.—				
Plumbing inspectors	1,010	1,050	1,090	1,130
Plumbing inspector (special duties)	1,155	1,180	1,205	.....
Chief plumbing inspector	1,205	1,240	1,275	.....
Overseer, pumping station	1,185	1,230	1,260	.....
Airport—				
†Overseer	1,010	1,050	1,090	1,130
†Foreman	910	940	970	.....
Electricity department—				
Works overseer, Waipori	1,010	1,050	1,090	.....
Inspectors	1,020	1,045	1,075	1,095
Senior inspectors (city and Taieri)	1,070	1,095	1,125	.....
Chief inspector	1,125	1,170	1,230	.....

* A city health inspector shall mean and include any person who is qualified to carry out the duties of a health or sanitary inspector in terms of section 25 of the Health Act 1920.

†An allowance has been included in the salaries prescribed in this clause for the overseer and foreman, Dunedin Airport, in recognition of these employees being required to stand by outside of their ordinary hours of work.

(b) Every person covered by the above subclause who has been in the one position for 10 years at its maximum rate shall receive a service increment of £17 10s. per annum, and after a further five years in the same position shall receive a second service increment of £17 10s. per annum.

(c) Employees holding the qualifications set out hereunder shall be paid the amount set out opposite such qualifications in addition to the scale rate for the position held, provided that in the opinion of the employer they are engaged upon duties where such qualifications will give increased efficiency and provided further that not more than £25 will be paid to the holder of more than one qualification.

	£
Main Highways Board Certificate	25
Clerk of Works	25
Royal Society of Health	25

Salaries—General

4. (a) For the purpose of clause 3 hereof "service" shall mean service with the Dunedin City Council and/or Dunedin Drainage and Sewerage Board only, except in the case of the amalgamation of local authorities or services.

(b) 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.

(c) Any employee in the employ of the council or of the board 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.

(d) All employees entering the service after the commencement of this agreement 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 ended the service. All future annual increments shall take effect at each subsequent first day of April.

(e) 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 (d) hereof.

Overtime

5. (a) Overtime shall be calculated on a daily basis and all time worked outside or in excess of the hours prescribed in clause 2 hereof shall be overtime and shall be paid for at the rate of time and a half for the first two hours and double time thereafter:

(b) No overtime shall be worked by any employee without the approval of the head of the department in which the employee is employed.

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

(d) All work done on Saturdays shall be paid for at double ordinary rates.

Holidays

6. (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) hereof, 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) hereof. Should the employment of an employee be terminated after having served less than 12 months, such employees 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.

Meal Allowance

7. The employer shall pay 5s. as meal money to each worker required to take an interval for a meal after the usual stopping time and before commencing to work overtime provided that this allowance shall not be paid to the worker who has been given 24 hours' notice that he will be required to work overtime if he can reasonably return to his home for a meal within the interval allowed.

Expenses

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

(b) When an employee is required to be on duty before or after the ordinary public means of conveyance, other than specially hired conveyances, are available he shall if he is not supplied with transport, and with prior approval of his immediate senior officer, have his fare paid for by the employer to enable him to proceed to and from his home.

Payment of Salaries

9. 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.

General Conditions

10. (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 or of the drainage board 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

11. 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

12. 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

13. 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.

Trainees

14. Trainees for the position of city health inspectors may be employed for a period not exceeding two years on rates to be mutually agreed upon between the employer and the union. At the expiry of two years such workers shall, if then possessing the prescribed qualification for city health inspectors be paid at the commencing rate in the scale for city health inspectors.

Clothes

15. Every employee who is required by the employer to wear a uniform when on duty shall be provided with such uniform at the expense of the employer at intervals not exceeding 12 months. Raincoats and waterproof leggings shall be supplied to the employees when necessary.

Right of Entry

16. 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 agreement, but not so as to interfere unreasonably with the employer's business.

Matters Not Provided For

17. Any dispute in connection with any matter not provided for in this agreement 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

18.(a) Any adult person engaged or employed in any position or employment subject to this agreement by any other employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within 14 days after his engagement, or after this clause comes into force; as the case may require.

(b) Subject to sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under sub-clause (a) hereof, to become a member of a union who fails to become a member, as required by that sub-clause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with sub-clause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom sub-clause (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

Term of Award

19. This agreement shall, in so far as rates of wages are concerned be deemed to have come into force on the 1st day of October 1962, and so far as the other conditions are concerned shall come into force on the day of the date hereof and shall continue in force until the 30th day of September 1964.

Signed for and on behalf of the Dunedin City Council:

J. C. LUCAS, Town Clerk.

Signed for and on behalf of the Dunedin Drainage and Sewerage Board:

J. C. LUCAS, Secretary.

Signed for and on behalf of the Dunedin City Council and the Dunedin Drainage and Sewerage Board Inspectors (other than Tramway Inspectors) Industrial Union of Workers:

W. C. McDONNELL, Secretary.