

DUNEDIN CITY CORPORATION AND DUNEDIN DRAINAGE AND SEWERAGE
BOARD ENGINEERS AND MOTOR MECHANICS'—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Dunedin]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 17th day of October 1963, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (hereinafter called the "union") of the one part, and the Dunedin City Corporation and the Dunedin Drainage and Sewerage Board, Municipal Chambers, Dunedin, (hereinafter called the "employer") of the other part.

That, as between the parties hereto, the terms, conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding upon the said parties, and the said terms, conditions, stipulations, and provisions shall be and are hereby incorporated in and declared to form part of this agreement; that the said parties hereto shall observe and perform every matter and thing by this agreement and by the said terms, conditions and provisions required to be performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same. Any failure to observe the conditions, stipulations and provisions, contained herein shall be deemed a breach of this industrial agreement.

Hours of Work

1. (a) Unless otherwise provided herein, 40 hours shall constitute a week's work, of which eight hours shall be worked on five days of the week. The hours of work to be between 7.30 a.m. and 5 p.m. on Monday to Friday inclusive, excepting in the case of men working shifts on a revolving roster system averaging 40 hours per week as arranged by mutual agreement.

(b) Shifts may be worked as required by the employer. A worker required to work not more than three consecutive days on shift-work outside of the hours prescribed in sub-clause (a) hereof shall be paid at overtime rates, but if he is required to work more than three consecutive evenings or night shifts, he shall be paid the sum of 5s. per shift in addition to his ordinary wage. This clause shall not apply to shift-men working on a revolving roster system at the Dunedin Drainage and Sewerage Board's pumping-station.

(c) Shift-men attending to pumping plant at the Dunedin Drainage and Sewerage Board Pumping Station shall work 40 hours per week, to be arranged by mutual agreement on a roster system, which shall revolve weekly according to arrangement.

Overtime

2. (a) (i) All work done in excess or outside of the hours mentioned in clause 1 hereof shall count as overtime and shall be calculated on a daily basis and paid as follows: Time and a half for the first two hours and double time thereafter: Provided that in any case double time shall apply to all work performed after 10 p.m. and before 6 a.m. Monday to Friday inclusive, of each week, and to all work performed on Saturday and Sunday.

(ii) The above sub-clause shall not apply to shift-workers.

(iii) Overtime for roster shiftmen 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) Any worker having worked continuously for 24 hours, inclusive of intervals for meals, shall not be required to continue without his consent. If he does continue working, he shall be paid double rates for all time worked on the second day.

(c) Any worker having worked all day and night and being required to continue working on into the next day shall be paid double rates for all time worked on the second day.

(d) Any worker having worked all day and having continued to work till after midnight shall be given an eight hour break or be paid double rates for all time worked on the second day. Where by virtue of the compulsory eight hour break he loses any time on the second day, such time shall be paid for at ordinary rates.

(e) (i) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting of such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary starting time of such traffic, shall be paid for time occupied in travelling to or from his home, computed on 3 miles per hour, at ordinary rates of pay. If a conveyance is provided for the worker by his employer, he shall not be entitled to payment for travelling time. For the purpose of the agreement "public wheeled traffic" shall mean trams, buses, trains or ferries ordinarily used by workers travelling to or from their work.

(ii) This sub-clause shall not apply to shift workers who shall receive a bicycle allowance of 3s. 6d. per week, in lieu thereof.

(f) No worker shall be required to work more than five hours continuously without an interval of at least three quarters of an hour for a meal provided that this meal hour may be reduced to half an hour by mutual agreement.

(g) No worker (other than a shift-worker) shall work overtime on Friday night or the regular monthly meeting night of the New Zealand Engineering, Coach-building, Aircraft and Related Trades Industrial Union of Workers, except on urgent or break-down work.

(h) 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 or to the worker for the midday meal on a Saturday where the worker has been given 24 hours' notice that he will be required to work a full day on Saturday.

(i) Supper and crib time when working overtime shall be paid for.

(j) Where an emergency arises and a worker is called back from his home outside normal working hours, he shall be paid reasonable travelling time to and from his home and shall receive for the call-out a minimum of two hours' pay at overtime rates.

Holidays

3. (a) The following holidays shall be allowed the worker and paid for by the employer: New Year's Day and the day following, Anniversary Day (or a day in lieu thereof by mutual agreement), Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and such other additional holidays as may from time to time be authorised by the employing body. In the event of any of the above holidays, except Anzac Day, falling on a Saturday or a Sunday such holiday shall be transferred to the next working day or days.

(b) Time worked on any of the said holidays shall be paid for at double time rates in addition to the ordinary day's pay.

(c) Workers other than shift-workers shall be granted 10 days' annual leave after 12 months' service; provided that any worker (other than a shift worker) who has completed or who completes 10 years' continuous service with the City Council or with the Drainage Board or a total of 10 continuous years in the service of both bodies shall be allowed an additional week's annual leave on full pay. Leave shall be granted at Christmas time as far as practicable, but for those employees required to work during the Christmas period, leave shall be granted at a time mutually arranged between the worker and the employer. An employee with less than 12 months' service shall be granted a proportionate annual holiday on full pay.

Statutory holidays shall not be included in annual leave.

Reasonable notice shall be given to workers in writing when holidays are to be taken.

Shift workers in the Musselburgh Pumping Station who are rostered to work on Saturdays, Sundays or statutory holidays shall be granted an annual holiday of three weeks in consideration thereof or if they are rostered to work every Saturday, Sunday or statutory holiday then they shall be granted an annual holiday of four weeks in consideration thereof.

(d) Any worker called in for work on a holiday or Sunday shall be guaranteed two hours at the rate of pay applicable to all such work.

Branches of Trade

4. The employees included in this agreement shall be those designated in clause 5 (a) (Wages), provided that for the purposes of the said clause 5 (a):

“‘A’ grade tradesmen” shall mean workers who hold the appropriate advanced Trade Certificate issued by the New Zealand Trades Certification Board and are registered as such by the New Zealand Trades Certification Board.

“Certified tradesmen” shall mean workers who hold the appropriate trade certificate issued by the New Zealand Trades Certification Board and are registered as such by the New Zealand Certification Board.

“Tradesmen” shall mean workers employed as motor mechanics, blacksmiths, auto electricians, diesel mechanics, meter assemblers and repairers, tinsmiths, fitters, turners, pattern makers, and the tyre charge hand in the Transport Department, provided that such workers produce evidence that they have served five

years' apprenticeship to the branch of the trade in which they are employed or, alternatively, are able to satisfy the departmental head that they are fully competent to carry out all tradesmen's work to a standard which might reasonably be expected of a worker who has served a five years' apprenticeship.

Wages

5. (a) The minimum weekly rates of wages to be paid to workers covered by this agreement shall be:

	<i>£</i>	<i>s.</i>	<i>d.</i>
<i>Class I</i>			
'A' grade tradesmen; workers holding Second Class Marine Certificates	17	2	6
<i>Class II</i>			
Welders (rate includes welding allowance of 12s. per week)	17	0	0
<i>Class III</i>			
Workers holding Third Class Marine Certificates; certified tradesmen	16	12	6
<i>Class IV</i>			
Tradesmen	16	5	0
<i>Class V</i>			
Shiftmen at pumping station	15	7	6
<i>Class VI</i>			
Senior garage attendant (Elect. Dept.) if appointed as such. First assistant tyre chargehand (Transport Dept.)	14	10	0
<i>Class VII</i>			
Strikers; machinists; motor and garage attendants; other workers	14	0	0

(b) An additional 1½d. per hour shall be paid to each worker covered by this agreement who, at the date of making thereof, has been employed continuously by the Council or the Drainage Board for one year or more or who subsequently completes one year under this agreement.

Orders of the Court of Arbitration

6. 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 4th day of July 1962, which increased rates of remuneration determined by awards and industrial agreements by an amount equal to 2½ per cent thereof. Any future general orders of the Court shall apply according to their tenor.

Promotion and Higher Grade Duty

7. (a) Where a vacancy occurs in any department the employer shall have the right to appoint the most suitable applicant. Where two or more applicants are, in the opinion of the employer, equally suitable for the appointment to the vacancy, preference shall be given to the applicant who is a party to this agreement at the time the vacancy occurs. As between equally suitable applicants parties to this agreement, preference shall be given firstly to applicants employed in the department in which the vacancy exists and secondly to the applicant with the longest continuous service under the Dunedin City Council and/or the Dunedin Drainage and Sewerage Board.

(b) Any employee who is instructed to perform the duties of a higher grade employee and 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.

General

8. (a) (i) Any worker employed at the following work shall be paid at the rate of 3s. extra per day or portion of a day dirt money, viz: repairing or overhauling all work in connection with road graders, wheeled loading shovels, diesel engines under or on engines of petrol buses, tar and/or bitumen road construction plants, smokebox doors, uptakes and inside funnels, repairing or overhauling winches, under gear of trolley-buses, maintenance of electric batteries, fuel tanks and auto cleaners at the drainage board's pumping station.

(ii) The following work at the city gasworks shall be regarded as dirty work and any worker employed thereupon shall be paid at the rate of 3s. extra per day or portion of a day dirt money viz: cleaning governor in retort house, cleaning tar mains in retort house, repairing coal valves whilst bed in use, repairing coke and coal elevators and coke chute, replacing weir pumps, working in lift well, repairing or overhauling gear boxes or ratchet gear, coal crushers, tar and ammonia pumps and valves, banjo pumps, telpher plant, working inside water-gas generator or vessels comprising the water gas plant, repairing inside purifier boxes, repairing tar containers, repairing or overhauling smokebox doors, uptakes and inside funnels and working inside furnace back-ends and through manholes, or doing any work for which dirt money is provided in the D.C.C. Gasworks Employees Industrial Agreement.

(iii) Any worker employed at the following work shall be paid 5s. extra per day or portion of a day dirt money; opening up the interior and cleaning foul sewerage pumps, working in foul sewers, and repairing and overhauling of sewerage screens and disintegrator.

(iv) Any worker employed on chlorinator work shall be paid 3s. per day or part thereof as dirt money and any worker employed on foul chlorinator work, as classified as such by the engineer, shall be paid 5s. per day or part thereof as dirt money provided that this sub-clause shall not apply to the new chlorinator plant.

(v) Dirt money of 3s. per day or part thereof shall be paid to any worker employed on any work of a dirty nature other than specified in the preceding sub-clauses of this clause subject to negotiation between the union and the employer.

(b) Workers employed in hot places shall be supplied with clogs and leather gloves. Workers employed on battery work shall be supplied with leather aprons. Workers employed on oxy-acetylene and electric welding shall be supplied with individual regulation glasses and with aprons, gloves and shields. Workers employed in coal and coke bunkers to be supplied with respirators. Workers employed on hosing down vehicles shall be supplied with gum boots. Workers employed on outside work in snow or bad weather shall be supplied with waterproof and other protective clothing.

(c) All employees shall be paid £14 6s. per annum clothing allowance and the employer shall not be required to supply overalls or launder same.

Blacksmiths and welders shall be supplied with leather aprons and gloves in accordance with the existing practice.

(d) Fitters, turners, machinists, tool-makers, pattern-makers, blacksmiths, armature winders, and gas meter repairers shall receive a tool allowance of 4s. 6d. per week provided they work not less than three days per week and supply their own tools.

Motor mechanics and auto electricians, provided they work not less than three days per week and supply their own tools, shall receive 4s. 6d. per week as a tool allowance.

The tool allowance set out in this clause shall not be paid when the employer supplies all necessary tools.

(e) Workers engaged in operating Kerrick cleaners shall be paid 6s. extra per day or portion of any day upon which they are so engaged.

(f) Workers required to work on scaffolding over 15 ft in height shall be paid 3d. per hour extra. Workers required to work in trenches over 6 ft in depth shall be paid 3d. per hour extra.

(g) A welding allowance of 1s. 6d. shall be paid to workers other than welders required to use welding plant up to four hours per day and a welding allowance of 3s. shall be paid where workers other than welders are required to use welding plant for more than four hours per day.

When such welding is carried out during a period the worker is on overtime then the allowance shall be 6d. per hour or part thereof.

Gum Boot Allowance

9. A special clothing allowance of 1s. 6d. per day shall be paid to employees covered by this agreement whose work necessitates the wearing of gum boots.

Rest Period

10. Workers shall be allowed a rest period of 10 minutes each morning and afternoon at times to be mutually agreed on by the worker and employer.

Charge Hand

11. A worker who has been specially directed by his employer to take charge of any work and has at least two adult workers under his control shall be paid 3s. per day in addition to the rates of wages for his particular classification as set out in clause 5 hereof.

Heat Money

12. Any worker required to work in any compartment or confined space when the heat exceeds 110 degrees F. shall be paid, in addition to the rate of wages to which he is entitled for the time at which the work is performed, a special heat rate computed at ordinary time rates for the time he is so employed. No worker shall be compelled to work in any space where the temperature has been raised to above 150 degrees F. The person in charge of the job and a representative of the workers shall determine and certify to the temperature of any place for the purpose of this clause of the agreement.

Country and Suburban Work

13. (a) (i) "Country work" shall be deemed to mean work which has to be done outside of the boundary of the city and which necessitates the worker lodging elsewhere than at his usual place of residence.

(ii) "Suburban work" shall be deemed to mean work not coming within the definition of country work which has to be done at any place more than a mile and a half by the nearest road used by foot passengers from the chief or principal post office of the City of Dunedin.

(b) (i) 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, but once only during

the continuance of the work if the work is uninterrupted and the worker is not recalled by his employer during the progress of the work: Provided that when the work is situated less than 50 miles from the employer's place of business the worker shall be returned to his home at the employer's expense once in every four weeks, and when over 50 miles once in every three months, but in neither case shall travelling time be paid for.

(ii) Time occupied in travelling shall be paid for at ordinary rates, but no worker shall be paid more than an ordinary day's pay for any day occupied by him in travelling, even though the hours occupied may exceed eight hours, unless he is on the same day occupied in working for his employer.

(c) When a worker is employed on country work at such a distance that he is unable to return to his home at night, suitable board and lodging shall be granted at the employer's expense.

(d) In the case of suburban work each worker shall be at the place where the work is to be done at the time for commencement of work, but the employer shall pay the worker's tram or bus fare equal to two section rates going to and coming from such work each day. If there is not a tram or bus route, the employer shall pay the worker at the rate of 3 miles per hour walking time in excess of $1\frac{1}{2}$ miles from the chief post office, or alternatively, the employer (at his option) shall provide means of transport to and from the job once per working day each way for such distance as may be in excess of $1\frac{1}{2}$ miles from the chief post office.

(e) Any worker who resides within a mile and a half by a road used by foot passengers of the place where the work is to be done shall not be entitled to any allowance under sub-clause (d) hereof.

(f) Any worker whose regular and usual place of work is in or at a permanent location situated more than $1\frac{1}{2}$ miles from the chief post office shall not receive any allowance for travelling to and from such usual place of work.

Disputes

14. The essence of this agreement being that the work of the employer shall not on any account be impeded, but shall at all times proceed as if no dispute had arisen between the parties as to any matter whatsoever arising out of or connected therewith and not specifically dealt with herein, every such dispute or difference shall be referred to a committee to be composed of two representatives on each side, together with an independent chairman to be mutually agreed on or, in default of agreement, to be appointed by the Conciliation Commissioner. The decision of the majority of the committee shall be binding, and if no decision is arrived at, either party may appeal to the Court of Arbitration, giving notice of such appeal to the other party within 14 days after the failure of the disputes committee to arrive at a decision, or the disputes committee itself may refer the matter to the Court of Arbitration for decision.

Sanitary and Other Conveniences

15. (a) It shall be the duty of the employer to provide at the usual headquarters of the employee suitable lockers wherein employees may keep their clothes, good ventilation and proper sanitary conveniences, including reasonable washing facilities in accordance with the Factories Act with hot water, also a sufficient supply of boiling water at meal hours.

(b) Employers shall provide reasonable facilities for supplying warmth for men working in workshops in cold weather.

Right of Entry

16. (a) The union secretary or any other officer or representative of the union shall be empowered to enter at all reasonable times upon the premises of the employer for the purposes of interviewing any workers, but not so as to interfere unreasonably with the employer's business.

(b) The employer shall give recognition to any officer who is appointed shop steward in the department in which he is employed.

Workers to be Members of Union

17. (a) Any adult person engaged or employed in any position or employment subject to this industrial agreement by any employer bound by this industrial agreement shall, if he is not already a member of a union of workers bound by this industrial 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 industrial agreement so long as he continues in any position or employment subject to this industrial 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 industrial agreement.

(d) Every employer bound by this industrial agreement commits a breach of this industrial agreement if he continues to employ any worker to whom sub-clauses (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 rates of wages prescribed for adult workers by this industrial agreement.

Term of Agreement

18. This agreement shall come into force insofar as wages are concerned on the 1st day of August 1963, and insofar as other conditions are concerned on the first day of the pay period following the day of the date hereof and shall continue in force until the 31st day of July 1965.

Scope of Agreement

19. This agreement shall apply to the Dunedin City Corporation Electricity, Gas, Municipal, Water, Transport and Works Departments, also to the Dunedin Drainage and Sewerage Board.

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 New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers:

J. A. BOOMER, Secretary, Dunedin Branch.