

DUNEDIN CITY COUNCIL **WATERWORKS' CARETAKERS**—INDUSTRIAL
AGREEMENT

THIS industrial agreement made pursuant to the Industrial Conciliation and Arbitration Act 1954, this 22nd day of May 1967, between the Dunedin City Council (hereinafter called the "employer") of the one part and the Dunedin Municipal Clerical and Other Employees 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

Workers to Whom Agreement Applies

1. This agreement shall apply to the Dunedin City Council Waterworks Caretakers.

Hours of Work

2. (a) The ordinary hours of work shall not exceed 40 per week to be worked in accordance with a schedule to be prepared for each position by the head of the department, a copy of which will be lodged with the secretary of the union.

(b) Each worker shall be allowed one whole weekend free of duty in each three-weekly period, such weekends off to be rostered by the head of the department.

Holidays

3. (a) Except for work performed on holidays as provided for under the schedule of ordinary hours of work for the appropriate positions, all employees shall be entitled to the following holidays without deduction of pay: New Year's Day, the day following New Year's Day, Anniversary Day or a day to be mutually agreed upon in lieu of Anniversary Day, Anzac Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day.

(b) When a worker is called upon to perform work on any of the holidays specified in subclause (a) of this clause, he shall be paid ordinary time rates for such day as a holiday, and in addition double time rates for actual time worked. Any work performed on the days specified shall be approved by the head of the department in advance where practicable.

(c) An annual holiday of two weeks shall be allowed to each worker in addition to the holidays provided in subclause (a) hereof.

(d) Any worker who has completed or who completes 10 years' continuous service with the city council shall be allowed an additional week's annual leave on full pay.

(e) Should a worker leave without completing his year of service, he shall be paid a sum equivalent to the salary he would receive for the holidays provided for in subclauses (c) and (d) hereof proportionate to the time served.

Overtime

4. (a) All time worked outside or in excess of the ordinary hours of work provided for in clause 2 shall constitute overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) When any worker is called out in an emergency to work outside the ordinary hours of work, he shall receive overtime rates with a minimum of two hours for each separate call, provided that this subclause shall not apply to the worker required to perform routine maintenance of the chlorination plant outside or in excess of his ordinary hours of work who shall be paid for time actually worked at the rates provided in subclause (a) hereof. When the call-out is on a Saturday or Sunday double time shall be paid.

(c) All overtime shall be approved (in advance where practicable) by the head of the department.

(d) For the purpose of this agreement time and a half rates shall mean time and a half ordinary rates and double time shall mean double ordinary time rates.

Sick Leave

5. Employees shall be allowed sick leave in accordance with the council's policy.

Raincoats, etc.

6. Raincoats and waterproof leggings shall be supplied to employees where necessary.

Salaries

7. (a) All salaries shall be paid fortnightly.

(b) The following shall be the minimum salaries payable for the specified positions:

		First Year		Pays Rent		Second Year		Pays Rent	
		£(NZ)	\$	£	\$	£(NZ)	\$	£	\$
Caretaker: Deep Creek	.....	1,070	2,140	39	78	1,120	2,240	39	78
Caretaker: Southern Reservoir	.....	1,150	2,300	52	104	1,210	2,420	52	104
Assistant caretaker: Southern Reservoir	.....	1,090	2,180	52	104	1,150	2,300	52	104
Caretaker: Ross Creek	.....	1,150	2,300	39	78	1,210	2,420	39	78
*Caretaker: High Levels	.....	1,095	2,190	65	130	1,150	2,300	65	130
Caretaker: Waitati-Leith	.....	1,075	2,150	39	78	1,130	2,260	39	78
Assistant caretaker: Waitati-Leith	.....	1,025	2,050	.....	.....	1,075	2,150	.....	.....
Caretaker: Wingatui	.....	1,045	2,090	.....	.....	1,095	2,190	.....	.....

*This position will not be filled when vacated by present holder.

(c) An allowance has been included in the salaries prescribed by subclause (b) hereof in recognition of employees being required to stand-by outside their ordinary hours of work.

(d) When the services of assistant caretakers at the Southern Reservoir or Waitati-Leith are not required at such reservoirs, they shall be available for such other Water Department work as the city engineer may require.

(e) The union shall join with the employer in an application for exemption from each general order from the Court of Arbitration whilst the Memorandum to this agreement is in force.

(f) The parties hereto desire to record that the rates of wages provided for in this agreement have been considered on the basis of wages ruling in the Public Service and agree that, should the Public Service rates be amended, the rates of wages prescribed in this agreement shall also be amended to maintain the same relationship with the Public Service, provided that any amendment in respect of the 1967 Ruling Rates Survey is not to be applied to this agreement.

Complaints

8. An officer 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

9. In the absence of the special written agreement between the employer and the employee one month's notice of resignation or dismissal shall be given by the employee or employer, excepting that in the case of dishonesty, wilful misconduct, or serious dereliction of duty when an employee shall be subject to immediate suspension or immediate dismissal.

Workers to be Members of Union

10. (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 subclause (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 subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, 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 subclause (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 subclauses (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.

Matters Not Provided For

11. Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer and the secretary of the union and in default of any agreement being arrived at, then such a dispute shall be referred to the Conciliation Commissioner for the district, 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 to the other party within 14 days after such decision shall have been made known to the party desiring to appeal.

Terms of Agreement

12. This agreement, insofar as salaries are concerned shall be deemed to have come into force on the 1st day of April 1967, and insofar as the other conditions are concerned it shall come into force on the day of the date hereof and shall continue in force until the 31st of March 1969.

Signed on behalf of the Dunedin Municipal Clerical and Other Employees
(other than Inspectors) Industrial Union of Workers:

I. E. STILL, Secretary.

Signed on behalf of the Dunedin City Council:

J. C. LUCAS, Town Clerk.

MEMORANDUM

The parties hereto desire to record that the rates of wages provided for in this agreement have been considered on the basis of wages ruling in the Public Service and agree that, should the Public Service rates be amended, the rates of wages prescribed in this agreement shall also be amended to maintain the same relationship with the Public Service, provided that any amendment in respect of the 1967 Ruling Rates Survey is not to be applied to this agreement.