

DUNEDIN CITY CORPORATION TRANSPORT OFFICIALS  
- INDUSTRIAL AGREEMENT

This industrial agreement made pursuant to the Industrial Conciliation and Arbitration Act, 1954, this 12th day of February, 1969, between the Dunedin City Council (hereinafter called the "employer") of the one part and the Dunedin City Corporation Transport Officials 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 inspectors, foremen and storekeepers employed by the Transport Department of the Dunedin City Council:

PART I : INSPECTORS

HOURS OF WORK

2. (a) The ordinary hours of work for inspectors (including depot inspectors) shall be 40 hours per week to be worked on any five days of the week as required by the department, provided that not more than eight hours are worked on any one day. For every hour worked on Saturday payment shall be made for one and a half hours and for every hour worked on Sunday payment shall be made for two hours.

(b) If a worker remains on duty during his meal period, he shall be paid not less than time and a half rates and such period shall count as overtime.

(c) Inspectors shall, when possible, alternate day and night shifts weekly, duties to be shown on a roster posted in the Inspectors' room. The roster shall be posted at least one week in advance and if not altered prior to seven days before becoming operative shall not thereafter be altered except on request of an inspector who shall in such event arrange a substitute to do the duty.

(d) As far as possible, no inspector shall be rostered to drive a passenger vehicle, but this shall not prevent an inspector being used as a driver in case of emergency.

SUNDAY WORK

3. (a) An inspector required to work on Sunday as part of his normal week's work of 40 hours shall be paid double ordinary rates for a minimum of eight hours, provided that work for not exceeding two hours after midnight on Saturday shall be considered to be performed on the Saturday and shall be paid for at double ordinary rates.

(b) An inspector called into work on his Sunday off shall be employed or paid for a minimum of four hours at double ordinary rates.

SALARIES

4. (a) The following shall be the minimum annual salaries:-

		\$
Depot Officers	.. ..	2,775
Inspectors	.. ..	2,700

(b) Each worker covered by this part of this agreement shall receive a service increment of \$40 per annum after ten year's service and after a further five years shall receive a second service increment of \$40 per annum.

OVERTIME

5. (a) Overtime shall be calculated on a daily basis and shall be paid for at the rate of time and a half for the first two hours and at double rates thereafter, provided that all overtime worked on a Sunday shall be at double rates.

(b) The employer shall pay 60 cents 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 twenty-four 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.

(c) Except as otherwise provided for herein workers required to work on rostered days off shall be paid for a minimum of eight hours' work at overtime rates.

#### UNIFORMS

6. Uniforms shall be provided by the employer to those workers who are required to wear same. The employer shall also provide two shirts per year to Inspectors.

### PART II : FOREMEN AND STOREKEEPERS

#### HOURS OF WORK

7. (a) The ordinary hours of work for all workers covered by this part of this agreement shall not exceed forty per week, to be worked not more than eight per day on the five days of the week (Monday to Friday).

(b) If a worker remains on duty during his meal period he shall be paid not less than time and a half rates and such period shall count as overtime.

#### SALARIES

8. (a) The following shall be the minimum annual salaries:-

			\$
Garage Foreman	..	..	2,945
Mechanical Foreman	..	..	2,945
Electrical Shop Foreman	..	..	2,830
Body Shop Foreman	..	..	2,830
Depot Foreman, McBride Street	..	..	2,830
Night Shift Superintendent	..	..	2,775
Paint Shop Foreman - Plus	..	..	2,665
\$30 per annum if the holder			
has signwriting experience			
Storekeeper	..	..	2,620
Assistant Storekeeper	..	..	2,275

(b) The Mechanical Foreman shall be paid a tool allowance of 50 cents per week.

(c) Each worker covered by this part of the agreement who has been in one position for ten years at a salary above the initial rate for such position shall receive a service increment of \$40 per annum and after a further five years in the same position shall receive a second service increment of \$40 per annum.

#### OVERTIME

9. (a) Overtime shall be calculated on a daily basis and shall be paid for at the rate of time and a half for the first two hours and at double rates thereafter.

(b) The employer shall pay 60 cents 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 twentyfour 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.

(c) All time worked on Saturday or on Sunday shall be paid at double ordinary rates.

#### OVERALLS

10. Overalls or dustcoats shall be provided for all employees who require to wear them and who shall be paid 30 cents per week for laundering same.

## PART III : GENERAL

## PROMOTIONS

11. (a) Vacant positions shall be filled where practicable by promotions of employees already on the staff of the Council, provided that the decision of the Council as to the fitness or otherwise of any employees for promotion shall be final.

(b) In the first instance, the departmental head shall submit a recommendation regarding the promotion to the Transport Committee. The recommendation shall before adoption be made known to the staff to allow any employee aggrieved by same to lodge an appeal. The recommendation, together with the appeal, shall thereupon receive further consideration by the Committee before a final recommendation is submitted to Council.

## EXCLUSION OF COURT ORDER

12. 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 5th August, 1968, which increased rates of remuneration 5% on wages up to \$40 in each week.

## HOLIDAYS

13. (a) A whole holiday shall be allowed without deduction from pay on New Year's Day, the day following New Year's Day, Anniversary Day, Anzac Day, Good Friday, Easter Monday, Labour Day, Boxing Day, Christmas Day and the birthday of the reigning Sovereign.

(b) When any employee is required to be on duty on any holiday or portion of a holiday above prescribed he shall be allowed time off duty at the rate of two hours for each hour worked with a minimum of four hours. Such time off shall be taken at a date to be agreed upon between the employee and the manager of the department.

(c) An annual holiday of two weeks on full pay shall be allowed to each worker. Annual leave must be taken each year and must not be allowed to accumulate. At least one month's notice of the commencement of the annual leave shall be given to the employee.

(d) Subclause (a), (b) and (c) of this clause shall not apply to Inspectors. Inspectors shall be allowed three weeks' leave every nine months, plus two extra days for every shift worked on Christmas Day, Anzac Day, Good Friday and Labour Day and one extra day for any shift worked on any other holiday referred to in Clause 13 (a) hereof.

(e) Workers whose employment with the Dunedin City Council extends to ten years or more, shall be allowed an additional week's annual leave on full pay up to a maximum of three weeks.

## MATTERS NOT PROVIDED FOR

14. Any dispute in connection with any matter not specifically provided for in this agreement shall be settled between the employer 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 to the other party within fourteen days after such decisions shall have been communicated to the party desiring to appeal.

## RIGHT OF ENTRY

15. 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.

**WORKERS TO BE MEMBERS OF UNION**

16. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any 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 fourteen 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 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 rate of wages prescribed for adult workers by this agreement.

**TERM OF AGREEMENT**

17. This agreement so far as it relates to wages shall be deemed to have come into force on the 1st day of October, 1968, and so far as all the other terms and conditions are concerned from the date of making thereof and it shall continue in force until the 30th September, 1970.

Signed on behalf of the Dunedin City Corporation Transport Officials' Industrial Union of Workers:

W.C. McDONNELL,  
Secretary.

Signed on behalf of the Dunedin City Council as employer:

D.M. SHIRLEY,  
Town Clerk.