

DUNEDIN CITY COUNCIL TRAFFIC OFFICERS' - INDUSTRIAL AGREEMENT

This industrial agreement made pursuant to the Industrial Conciliation and Arbitration Act, 1954, this twenty-fourth day of October 1969, between the Dunedin City Council (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 all Traffic Officers (other than the Traffic Superintendent and Deputy Traffic Superintendent) employed by the Dunedin City Council.

HOURS OF WORK

2. The hours of work shall not exceed forty per week or eight per day, to be worked on five days of the week, Monday to Friday inclusive.

SALARIES

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

Traffic Officers	1st year	\$2330
	2nd year	\$2464
	3rd year	\$2610
	4th year	\$2760
Senior Patrol Officers		\$3050
Chief Patrol Officer	1st year	\$3425
	2nd year	\$3500

(b) The Meter Maintenance Technician shall be paid the rate provided for the time being in the Dunedin City Council Electricity Employees Industrial Agreement for "Electrical and Mechanical Assistants".

(c) Every person covered by the above sub-clauses who has been in the one position for ten years at its maximum rate 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.

(d) A shift allowance of \$1.25 per week shall be paid to all employees normally rostered to work shifts.

(e) All appointments shall be subject to a probationary period of six months during which the appointee shall require to make himself conversant with all relevant regulations.

SALARIES - GENERAL

4. (a) For the purpose of this agreement "service" shall mean service with the Dunedin City Council on Traffic Department work or recent service on such work with another employer.

(b) The increment 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 enquiry, 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 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 the 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.

(e) When an employee is promoted or transferred from one position to another and is hereby 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 sub-clause (d) hereof.

OVERTIME

5. (a) Overtime shall be calculated on a daily basis and all time worked in excess of eight hours in one day from Monday to Friday inclusive shall be paid for at time and a half for the first two hours' work and thereafter at double time rates.

(b) All Saturday work shall be paid for at time and a half rates for the first two hours and thereafter at double time rates.

(c) All Sunday work shall be paid for at double time rates.

(d) Any worker called out on a Saturday or a Sunday or a holiday shall be paid for a minimum of two hours at the appropriate overtime rate.

HOLIDAYS

6. (a) All employees covered by this agreement shall, after twelve months' service be entitled to three weeks' recreational leave on full pay, exclusive of any of the holidays mentioned in sub-clause (b) hereof.

(b) In addition to the annual leave provided for in sub-clause (a) hereof, the following days shall be observed as holidays and all work carried out on those days shall be paid for at overtime rates as for a Sunday in addition to the normal pay for the holiday, namely, New Year's Day and the day following day, Anniversary Day or a day in lieu thereof by mutual agreement, Anzac Day, Good Friday, Easter Monday, birthday of the reigning sovereign, Labour Day, Christmas Day and Boxing Day.

(c) Annual leave shall not be allowed to accumulate except with the consent of the employer.

MEAL ALLOWANCE

7. The employer shall pay 60 cents as meal money to each worker required to take an interval for a meal after 6 p.m. and before commencing to work overtime provided that this allowance shall not be paid to Traffic Officers working on a rostered shift or to the worker who has been given 24 hours' notice that he will be required to work overtime if he can reasonable return to his home in the time allowed.

EXPENSES

8. 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

9. All salaries shall be paid fortnightly. For the purposes of calculating the amount payable fortnightly in respect of annual salaries, the amount of the annual salary shall be divided by twenty-six. The hourly rate shall be one-eightieth of the fortnightly salary.

GENERAL CONDITIONS

10. (a) Vacant places shall be filled where practicable by promotion of employees already on the staff: Provided that the decision of the Council as to the fitness or otherwise of any employee for promotion shall be final.

(b) All promotions or transfers shall be in the first case 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.

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. (a) Every employee who is required by the employer to wear a uniform on duty shall be provided with such uniform at the expense of the employer. Female Traffic Wardens shall be supplied with shoes but shall not be supplied with stockings, which they must themselves provide and which must be of a colour approved by the department.

(b) Every employee covered by this agreement, shall be paid an allowance of \$10 per annum for the repair of footwear.

COMPLAINTS

13. No complaint from any person who is not an officer of the employing authority shall be acted upon unless:

(a) The complaint is in writing and signed by the complainant.

- (b) The complaint is received at the employer's office within seventy-two hours of the incident, Saturdays, Sundays and statutory holidays excepted, or unless it can be established that delay in making the complaint was due to injury to the complainant.
- (c) The complaint is submitted to the worker or workers concerned not later than ninety-six hours after such incident, days off and holidays excepted.

Complaints emanating from minors shall be laid by the parent or guardian.

RIGHT OF ENTRY

14. 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

15. Any dispute in connection with any matter not provided for in this agreement shall be settled between the Council 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 fourteen days after such decision shall have been communicated to the party desiring to appeal.

WORKERS TO BE MEMBERS OF UNION

16. (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 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 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 rate of wages prescribed for adult workers by this industrial agreement.

TRAFFIC WARDENS

17. Notwithstanding anything hereinbefore contained it shall be competent for the employer to employ Traffic Wardens as follows:

(a) The terms of the agreement as set out in clauses 1 to 16 inclusive hereof shall apply, except as varied in this clause.

(b) Salary

	1st year	2nd year	3rd year
The salary shall be:	\$1,720	\$1,851	\$1,976

(c) Hours

The hours of work shall not exceed 40 per week or eight per day on Mondays to Thursdays inclusive, or 10 per day on Fridays or any other day on which late shopping hours are observed.

(d) Duties

Traffic Wardens may be required to deal with all offences relating to vehicles which are stationary and if employed beyond this on duties normally carried out by Traffic Officers on any day shall be paid for that day at the rate for a second-year Traffic Officer.

(e) Overtime

Overtime shall be calculated on a daily basis and all time worked in excess of eight hours in any one day from Monday to Thursday inclusive or 10 hours on Friday or other late shopping day shall be paid for at time-and-a-half for the first two hours' work and thereafter double-time rates.

The provisions of clause 5(b), (c) and (d) hereof shall apply.

(f) Holidays

Two weeks' recreational leave on full pay shall be granted to each Traffic Warden in addition to the holidays provided for in Clause 6(b) hereof.

RELATIONSHIP WITH STATE SERVICES

18. As the rates of remuneration determined by this agreement are based on rates applying to the State Services as at this date, these rates of remuneration are to be amended from time to time in the same manner as rates payable in the State Services are amended as a result of orders issued as a result of ruling wage rates surveys undertaken in accordance with the State Services Act 1962, Section 42, and any general wage increase awarded by the Court of Arbitration will not be deemed to apply to the rate of remuneration specified in this industrial agreement.

TERM OF AGREEMENT

19. This agreement shall be deemed to have come into force on the 1st day of July 1969 and shall continue in force until 30th day of June 1971.

SIGNED on behalf of the Dunedin City Council as employer:

D.M. SHIRLEY
TOWN CLERK

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

W.C. McDONNELL
SECRETARY.