

DUNEDIN CITY CORPORATION TRANSPORT OFFICIALS—INDUSTRIAL AGREEMENT

This industrial agreement made pursuant to the Industrial Conciliation and Arbitration Act, 1954, this 20th day of January 1971, Between the Dunedin City Council (hereinafter called the "employer") of the one part and the Dunedin City Corporation and Dunedin Drainage & Sewerage Board Inspectors & 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.

(e) The hours of work for the chief inspector shall be from 7.30 a.m. to 4.30 p.m. Monday to Friday. A meal relief of one hour shall be allowed at a time when reasonably convenient to both parties.

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:

Chief Inspector	..	..	..	..	\$3596
Depot Officers	..	..	..	..	\$3472
Inspectors	..	..	..	..	\$3372

(b) Each worker covered by this part of the 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 60c 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) 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	..	..	..	..	..	\$3693
Mechanical Foreman	..	..	..	..	..	\$3693
Electrical Shop Foreman	..	..	..	..	..	\$3544
Body Shop Foreman	..	..	..	..	..	\$3544
Depot Foreman, McBride Street			..	..	..	\$3544
Night Shift Superintendent	..	..	..	..	..	\$3472
Paint Shop Foreman (plus \$30 per annum if the holder has sign-writing experience)	..	..	..	..	..	\$3327
Storekeeper	..	..	..	..	..	\$3270
Assistant Storekeeper	..	..	..	..	..	\$2822

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

(c) Each worker covered by this part of the agreement who has been in one position for ten years 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 60c 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 35 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.

HIGHER GRADE DUTIES

12. Any employee who is appointed to carry out substantially the whole of the duties of any appointment provided for in this agreement during the temporary absence for any cause except annual leave of the holder of that appointment, shall be paid at the rate for the salary for such appointment provided that he carries out such duties for a period of four weeks continuously.

RELATIONSHIP WITH STATE SERVICES

13. 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 in accordance with Section 24 of the State Service Remuneration and Conditions of Employment Act, 1969, and any general wage increase awarded by the Court of Arbitration will not be deemed to apply to the rates of remuneration specified in this industrial agreement.

HOLIDAYS

14. (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, Christmas Day, Boxing 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 but the department may make payment in lieu of allowing the time off specified if the department so desires.

(c) An annual holiday of 2 weeks on full pay shall be allowed to each worker. No part of the annual recreation leave due shall be accumulated without the prior consent of the Finance Committee but provided the requirements of the Annual Holidays Act 1944 have been met not more than 2 weeks may be carried forward from year to year with the approval of the General Manager. At least one month's notice of the commencement of annual leave shall be given to the employee.

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

(f) Holiday pay shall be paid in accordance with the agreement between the Federation of Labour and the N.Z. Employers' Federation. The entitlement above the basic wage shall be payable at Christmas each year.

MATTERS NOT PROVIDED FOR

15. 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

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.

WORKERS TO BE MEMBERS OF UNION

17. (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 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 agreement.

TERM OF AGREEMENT

18. This agreement so far as it relates to wages shall be deemed to have come into

force on the 1st day of October 1970 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 1972.

Signed on behalf of the Dunedin City Council and Dunedin Drainage & Sewerage Board Inspectors and Officials Industrial Union of Workers.

G. S. SCOONES, Secretary.

Signed on behalf of the Dunedin City Council as employer:

D. M. SHIRLEY, Town Clerk.