

INVERCARGILL CITY COUNCIL **CLERICAL WORKERS.**—  
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 28th day of June, 1938, between the Invercargill Clerks' and Office Assistants' Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Invercargill City Council (hereinafter called "the City Council"), of the other part, whereby it is mutually agreed by and between the parties, as follows:—

*Definition.*

1. For the purpose of this agreement or award every person shall be deemed to be a clerk or office assistant who is engaged in any clerical capacity and is not covered by a separate award.

*Hours of Work.*

2. (a) The normal hours of work shall not exceed 37½ per week, from Monday to Friday (inclusive).

(b) The normal hours shall be worked between the hours of 8.30 a.m. to 5 p.m. on five days of the week, Monday to Friday, both days inclusive. When any employee is called on to work on Saturday morning he shall be allowed equivalent time off.

(c) The City Council shall have the right to work in excess of the above hours without payment of overtime, up to a

maximum of forty-two per week on rush occasions, such as days for the preparation of rate demands, the period during which payment of rates is to be made before penalty is imposed, and the issue of motor-drivers' licenses: Provided that overtime is only to be worked on the authority of the Town Clerk, and he to have the option of allowing time off equivalent to time and a half for overtime so worked.

*Overtime.*

3. (a) When overtime is required to be worked at the request of the chief executive officer reasonable notice shall be given to the employees, and whenever possible the period of notice of overtime shall not be less than five hours.

(b) When a worker is required to work overtime in such a way that the employee does not have reasonable time (one hour) for a meal, it shall be paid for by the Council, payment not to exceed 2s.

*Schedule of Wages.*

4. The following shall be the minimum rates of salaries payable:—

	Females.			Males.		
	£	s.	d.	£	s.	d.
First six months ..	52	0	0	52	0	0
Second six months ..	62	8	0	62	8	0
Third six months ..	72	16	0	72	16	0
Fourth six months ..	83	4	0	83	4	0
Fifth six months ..	93	12	0	93	12	0
Sixth six months ..	104	0	0	104	0	0
Fourth year ..	130	0	0	143	0	0
Fifth year ..	148	4	0	169	0	0
Sixth year ..	169	0	0	195	0	0
Seventh year ..	..	..	..	221	0	0
Eighth year ..	..	..	..	247	0	0
Ninth year ..	..	..	..	258	0	0
Tenth year ..	..	..	..	273	0	0
Eleventh year ..	..	..	..	293	0	0
Twelfth year ..	..	..	..	312	0	0

And thereafter not less than the highest rate herein provided. Female Cashier, Senior Typist, and Machine Operator to receive not less than £6 per annum more than the maximum provided by the award:

Provided that a worker of twenty-one years and upwards shall receive not less than the basic wage prevailing.

*Bonus for Qualifications.*

5. Any male employee who obtains a pass in five or more subjects for the New Zealand Examination in Accountancy

conducted by the New Zealand Society of Accountants, or examination under the New Zealand or Australian Institute of Secretaries, or other examination as may be prescribed by the Town Clerks' Institute, shall in the year in which he completes the required section of five subjects receive a bonus of £10. In the year in which he completes the whole examination he shall receive a bonus of £20: Provided this bonus shall apply to the examination of one institute or society only.

*Female Shorthand Typists.*—Salary as set out for female clerks. Where a typist is required to take shorthand in connection with her duties and has passed or passes the Government Junior Shorthand-typists' Examination she shall receive a bonus of £7 10s. A shorthand typist who completes the Senior Shorthand-typists' Examination shall receive a bonus of £15.

*Payment of Wages.*

6. Wages shall be paid at least fortnightly, not later than Thursday, and in the employer's time.

*No Reduction of Wages.*

7. There shall be no reduction of the wages of employees in consequence of this agreement, except as provided in clause 17.

*Terms of Engagement.*

8. Notice of termination of engagement to be in accordance with the conditions of the employee's appointment. Where there are no conditions the employment shall be deemed to be a fortnightly one, and a fortnight's notice shall be given by either side; but this shall not prevent the Council from summarily dismissing any employee for wilful misconduct or other just cause.

*Proportion.*

9. The proportion of junior employees shall be one junior to one or two adults, two juniors to three or four adults, three juniors to five or six adults, and thereafter not more than one junior for every three or fraction of three adults. For the purpose of this agreement a senior or adult shall be a worker twenty-one years of age or over.

*Temporary Employees.*

10. (a) Any employee employed for less than one full week shall be termed a temporary employee.

(b) Every temporary employee shall be paid 20 per cent. in addition to the rate prescribed in the wage clause, or at an hourly rate equivalent thereto, with a minimum payment of 1s. 6d. per hour.

(c) The employing of temporary boy or girl labour, either by employer or employee, is not allowed.

(d) Clerks engaged for election or polls are exempt from the provisions of this award.

#### *Transport Allowance.*

11. When a worker is required to use a motor-car, motorcycle, or bicycle in connection with his work it shall be supplied by the employer. All running costs and repairs shall be paid by the employer.

Employees who provide their own vehicle approved by and at the request of the Council for carrying out its official duties shall have such vehicle maintained by the Council in reasonable repair.

#### *Annual Leave.*

12. (a) Each employee shall, in addition to the holidays in subclause (b) hereof, be entitled to an annual holiday of two weeks on full pay on completion of each year of continuous service, or a proportionate holiday on completion of not less than six months' continuous service.

(b) The following shall be paid holidays and not considered part of the annual leave: New Year's Day and the two following days, Good Friday to Tuesday (inclusive), Anzac Day, King's Birthday, Dominion or Anniversary Day, Labour Day, Christmas Day, Boxing Day, and the day following, and Picnic Day. Excepting Christmas Day, Good Friday, and Easter Monday, should any of the above statutory days fall on a Saturday or Sunday, the Monday next following shall be observed as a holiday.

For work done on Sundays or the above-mentioned days employees shall be paid at double ordinary time rates for the time worked.

#### *Conditions as to Offices, &c.*

13. (a) Every employer shall permit his employees, should they so desire, to have their lunch on the premises during lunch intervals, and shall provide such conditions as will enable them to do so in reasonable comfort.

(b) In every place of business where more than six females are permanent employees there shall be provided a rest-room for women in addition to the ordinary cloak-room and lavatory accommodation.

#### *Sick Leave.*

14. Employees with under two years of service to be allowed full pay for a period not exceeding one week in any one year. Employees with service over two years and up to five years

to be allowed full pay for a period not exceeding two weeks in any one year, and employees who have service for five years or over to be allowed full pay for a period not exceeding one month in any one year whilst absent from work through sickness. After the expiry of the above periods on full pay, half-pay to be granted for similar periods if the employee is still absent from duty through sickness. A medical certificate must be furnished by the employee to his employer in support of the employees' claim for sick pay, such medical certificate to be in the hands of the City Council or its chief executive officer not later than 12 noon on the third day that the employee is off duty through sickness, otherwise payment of wages will cease. In the case of a junior worker under the age of eighteen years, a medical certificate must be furnished, but the City Council will bear the cost of such certificate, and the City Council reserves the right to nominate the medical officer to examine the employee and furnish the certificate.

If sickness does not occur in any year, sick leave up to one week shall accumulate for the following years of service if sickness occurs later, but with a maximum of three months' sick leave on full pay.

For the purpose of calculating sick leave, "service" shall mean service with the City Council, and shall be calculated as from the appointment of the employee to the City Council's service.

#### *Wages and Time Book.*

15. The employer shall keep, in the prescribed form, a time-book to show the hours of work per day of each employee, and to show morning hours, afternoon hours, and overtime hours. The present system in operation for payment of wages, such system having the approval of the Government Audit Department, to be continued.

#### *Workers to be Members of Union.*

16. (a) In pursuance of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, all workers employed in any position subject to this agreement are required to be members of the union.

(b) It shall not be lawful for any employer bound by this agreement to employ, or to continue to employ, in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement.

*Under-rate Workers.*

17. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capacity, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

*References.*

18. (a) Original references to be the property of the employee or applicant, and shall, on request, be returned within forty-eight hours after engagement or rejection of application.

(b) Each employee on leaving or being discharged from his employment shall be furnished within twenty-four hours thereafter with a reference in writing stating the position held and the length of service.

*Disputes.*

19. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any

matter whatsoever arising out of or connected therewith, and not dealt with in this agreement, every such dispute or difference shall be referred to the Invercargill City Council and the union.

*Validity of Agreement.*

20. (a) No agreement shall be valid which is or may be contrary to the provisions of this agreement, and no employee shall contract himself or herself outside the agreement with this exception: that in respect to the amount of wages received by the employee for each pay period there shall be made a deduction for superannuation purposes or insurance purposes.

(b) In those local authorities where there is in existence a superannuation scheme with the National Provident Fund, and it is mandatory that the employee be a contributor to the scheme, then such deduction from the wages of the employee to the funds shall be deducted from the wages of the employee on each pay-day.

*Exemptions.*

21. Nothing in this agreement shall apply to clerks in the City Council's offices who are in receipt of a salary of more than £350 per annum: Provided that the provisions of this agreement with regard to hours shall not apply to the Town Clerk's Assistant in respect to Council and Committee work.

*Scope of Agreement.*

22. This agreement shall operate and be applicable to the Invercargill City Council.

*Term of Agreement.*

23. This agreement, with all clauses, shall be deemed to have come into operation on the 2nd day of June, 1938, and shall remain in operation for one year from that date.

The seal of the Invercargill Clerks' and Office Assistants' Industrial Union of Workers was hereto affixed in our presence this 28th day of June, 1938—

[L.S.]

REGINALD SMITH, President.  
WM. S. WHITY, Assessor.  
H. E. KIMBLE, Secretary.

The common seal of the Mayor, Councillors, and Citizens of the City of Invercargill was hereunto affixed in our presence this 28th day of June, 1938—

[L.S.]

JOHN MILLER, Mayor.  
W. F. STURMAN, Town Clerk.