

DUNEDIN CITY CORPORATION LIBRARIANS AND THEIR ASSISTANTS.—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 15th day of August, 1944, between the Dunedin City Corporation and the Dunedin Municipal Clerical and other Employees' (other than Inspectors) Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 15th day of August, 1944, between the Dunedin City Corporation, of the one part, and the Dunedin Municipal Clerical and other Employees' (other than Inspectors) Industrial Union of Workers, of the other part: Now therefore, the

Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 17th day of November, 1944.

[L.S.]

A. TYNDALL, Judge.

DUNEDIN CITY CORPORATION LIBRARIANS AND THEIR ASSISTANTS.
—INDUSTRIAL AGREEMENT

THIS industrial agreement, made pursuant to the Industrial Conciliation and Arbitration Act, 1925, this 15th day of August, 1944, between the Dunedin City Corporation (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 workers employed in the Dunedin Public Library.

Salaries

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

	First Year.	Second Year.	Third Year.	Fourth Year.	Fifth Year.
	£	£	£	£	£
Deputy Librarian	280	310	340	375	..
Librarian, Children's Department	240	267	287	307	327
Cataloguer	191	213	235	257	280
Reading-room Librarians—					
Commercial and Technical	} 192	} 206	} 219	} 232	} ..
Art and Literature					
New Zealand Room					
Sociology					
Assistants in Charge of Routines—					
Assistants Cataloguer	} 117	} 143	} 161	} 180	} 192
Reservations					
Children's Library					
Overdues					
Periodicals					
Typist-Assistants					

Provided that, in the case of the assistant cataloguer, if such officer be fully qualified to discharge the duty of Reading-room Librarian and is required by the employer to undertake duties in both capacities, such officer shall be graded for salary purposes as a Reading-room Librarian.

Male Clerical Library Assistants: Scale in accordance with commencing scale in Dunedin City Council Clerical and other Employees' award.

Temporary General Assistants: £2 per week.

Notwithstanding any other provision in this agreement, any adjustments in salaries of existing staff that may be needed to bring salary rates into conformity with the above salary classification shall be made in such manner and at such times as the employer may determine after consultation with the union.

Holidays and Annual Leave

3. (a) Except as provided for in subclause (b) hereof, all employees shall be entitled to the following public holidays without deduction of pay—viz., New Year's Day, the day following New Year's Day, Anniversary Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

(b) All employees after twelve months' continuous service shall be entitled to three weeks' recreational leave on full pay, exclusive of any holidays mentioned in subclause (a) hereof. Should the employment of an employee be terminated for any reason, other than wilful misconduct, after having served less than twelve months, such employee shall be paid a proportionate allowance for holidays.

(c) Annual leave may accumulate for, but not beyond, two years with the consent of the Council.

(d) At least fourteen days' notice of the commencement of the annual leave shall be given by the Council to the employee.

Smocks

4. Smocks shall be supplied to the staff by the employer as required.

General Orders under the Rates of Wages Emergency Regulations 1940

5. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this agreement and shall have effect according to their tenor.

Complaints

6. Any employee called upon to answer any charge arising out of a complaint against him or her shall be entitled to have the assistance of the secretary of the union or other person appointed to act in that behalf by the union at any inquiry, and shall be entitled to call evidence.

Terms of Employment

7. (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 employee for promotion shall be final.

(b) All appointments, promotions, or transfers shall be, in the first place, for a probationary period of six months.

(c) Any member of the union canvassing any member of the Council for any appointment, promotion, or transfer shall be automatically disqualified.

(d) It shall be a condition of every permanent appointment that the appointee shall join the employer's superannuation fund.

Workers to be Members of the Union

8. It shall not be lawful for the Council to employ or to continue to employ in any position subject to this agreement any person who for the time being is not a member of the Dunedin Municipal Clerical and other Employees' Industrial Union of Workers.

Matters not provided for, and Appeals

9. 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 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 and to the Commissioner within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Right of Entry

10. The secretary or other authorized officer of the union shall be entitled to enter at all reasonable times upon the premises of the library for the purpose of interviewing any employee in connection with the employment, but not so as to interfere unreasonably with the Council's business.

Higher-grade Duties

11. Any employee who is hereafter instructed to perform the full duties of a higher-grade employee shall, if he or she occupies the higher-grade position for more than eight weeks continuously, be paid from the date upon which he or she commenced the higher-grade duty at a rate not less than the minimum salary paid for the higher-grade position.

Term of Agreement

12. This agreement shall come into operation on the day of the date hereof, and shall continue in force until the 31st day of March, 1946.

Signed on behalf of the Dunedin Municipal Clerical and other Employees' Industrial Union of Workers—

W. C. McDONNELL, Secretary.

Signed on behalf of the Dunedin City Corporation—

R. A. JOHNSTON, Town Clerk.
