

**INVERCARGILL CITY COUNCIL OFFICERS (OTHER THAN CLERICAL)—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 30th day of August, 1949, between the Invercargill City Council Officers' (other than Clerical) Industrial Union of Workers and the Invercargill City Council.

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 30th day of August, 1949, between the Invercargill City Council Officers' (other than Clerical) Industrial Union of Workers, of the one part, and

the Invercargill City Council, 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 7th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

INVERCARGILL CITY COUNCIL OFFICERS (OTHER THAN  
CLERICAL)—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 30th day of August, 1949 between the Invercargill City Council Officers (other than Clerical) Industrial Union of Workers (hereinafter called "the union") of the one part, and the (Invercargill City Council) of the other part, whereby it is mutually agreed by and between the parties, as follows:—

*Definitions*

1. This agreement shall apply to all officers of the Council employed under the following classifications: Traffic Inspectors, Tramway Inspectors and Superintendents, Water Inspectors, Sanitary Inspectors, Building Inspectors, Cadets, Engineering, Architectural, Survey and Town Planning Assistants, Dangerous-goods Inspectors, Overseers, Foremen, Supervisors, Draughtsmen, Registered Engineers, Registered Surveyors, Registered Architects, and any other officer in the employ of the Council not covered by an award or industrial agreement.

*Hours of Work*

2. (a) Except as hereinafter provided in subclauses (b) (c) and (d) 37½ hours shall constitute a week's work, to be worked on Monday to Friday both days inclusive; but the Council may require officers to work up to 80 hours per fortnight when an occasion demands.

(b) The normal hours of Overseers, Foremen, and Supervisors shall be the same as those of the men over whom they exercise control.

(c) Traffic Inspectors shall be subject to the provisions of clause 13.

(d) 40 hours shall constitute a week's work for Baths Attendants to be worked on Monday to Saturday both days inclusive.

*Conditions of Service*

3. (a) For the purpose of this agreement "service" shall mean service with the Invercargill City Council or similar experience with another local body.

(b) Appointments shall be made with a probationary period not exceeding six months. At the expiration of the probationary period the officer shall either be appointed or discharged at the discretion of the Council, and the union shall be so notified.

(c) Vacant positions shall be filled, where practicable, by promotion of employees already on the staff.

(d) When applications for appointments are called for by way of public advertisement, any employee of the Council may apply for promotion or transfer to the appointment advertised, and full consideration shall be given to merit, ability, qualification, seniority and length of service; but the Council's decision shall be final.

(e) The employment of permanent officers shall be monthly, unless arrangements are made under seal on a different basis, and one month's notice of termination shall be given by either party, except in the case of dereliction of duty, insubordination, or misbehaviour and in such case the officer shall be liable to instant dismissal.

(f) All salaries shall be paid fortnightly. For the purpose of calculating the amount payable fortnightly in respect of annual salaries the amount of the annual salaries shall be divided by twenty-six.

(g) Officers appointed to positions specially classed shall be paid not less than the amount set against such classification.

(h) No officer shall be discharged as a consequence of this agreement in order that the work may be done at less than the prescribed rates.

(i) Officers receiving salaries in excess of that provided by this agreement shall not have their salaries reduced by reason of the coming into operation of this agreement.

*Complaints*

4. (a) Any charge laid against an officer by a member of the public shall be made in writing by the complainant within seventy-two hours after the subject-matter thereof came to the complainant's knowledge, and the officer concerned shall be notified thereof within twelve hours of its receipt. He shall be entitled to see and make a copy of such complaint before being called upon to answer the charge. In computing the above time, Saturdays, Sundays, and holidays shall be excluded.

(b) An officer may call evidence when an inquiry is held. If the complaint is made by another employee he shall, when necessary, be required to be present: Provided that when the inquiry is held before a Standing Committee of the Council such complainant shall be required to be present.

(c) He may be represented by the secretary of the Union.

#### *Remuneration and Salaries*

5. (a) The increments shown in the various sections shall be considered as annual increments and shall be paid according to years of service in each particular section.

(b) All increase in salary shall be paid after twelve months' service with the Council dating from the commencement of such service.

(c) *Chief Sanitary Inspectors*—£560 plus £25 per annum to £635, conditional upon his having membership of the Royal Sanitary Institute.

##### *Assistant Sanitary Inspectors—*

First year	..	..	£410
Second year	..	..	£435
Third year	..	..	£455
Fourth year	..	..	£470
Fifth year and thereafter	..	..	£490

Holders of recognized certificates in sanitary science shall be paid an additional amount of £25 per annum.

(d) *Chief Librarian—*

First year	..	..	£615 per annum.
Second year	..	..	£625 per annum.
Third year	..	..	£635 per annum.

*First Assistant Librarian:* £336 plus £10 per annum to £376.

(e) *Baths Superintendent:* £460 to £485 per annum.

*Baths Attendants:* £385 plus £10 per annum to £395.

(f) *Gas-manager:* £535 plus £25 per annum to £585.

*Assistant Gas Engineer:* £475 per annum.

*Gaswork Foreman:* £460 per annum.

(f) *Chief Engineer, Power-house:* £635 per annum.

(g) *Works Foreman (Electricity and Tramways Department):* £545 per annum plus £15 per annum to £560.

(h) *Drainage Inspector, Water Works Inspector:* £485 per annum.

(i) *Draughtsmen:* £455 plus £10 per annum to £485.

(j) *Foreman of Works:* £535 to £585 per annum.

(k) *Building Inspector:* £555 plus £10 per annum to £585.

(l) *Assistant Engineers:* £585 plus £25 per annum to £685.

- (m) *Track Ganger (Tramways)*: £435 per annum.  
 (n) *Tramway Inspectors*: £485 per annum.  
 (o) *Storekeeper (Works Department)*: £410 plus £20 per annum to £450.  
 (p) *Sexton*: £450 per annum.  
 (q) *Assistant City Engineer*: £710 plus £25 per annum to £785.  
 (r) *Abattoir Manager*: £500 per annum (with free house).  
 (s) *Assistant City Electrical Engineer*: £560 plus £25 per annum to £635 plus £15 per annum to £650.  
 (t) *Superintendent of Reserves*: £535 plus £25 per annum to £660.  
 (u) *Cadets (Engineering, Architectural, Survey, Town Planning Assistants, and Draughtsmen)*—

## Males—

	Per Annum.
First year ..	£125
Second year ..	£155(a) School Certificate.
Third year ..	£185(b) University Entrance.
Fourth year ..	£225
Fifth year ..	£265
Sixth year ..	£295
Seventh year ..	£325
Eighth year ..	£350
Ninth year ..	£375
Tenth year ..	£395
Eleventh year ..	£415
Twelfth year ..	£425

(a) Applicant with School Certificate starts at this salary.

(b) Applicant with University Certificate starts at this salary.

## Females—

	Per Annum.
First year ..	£125
Second year ..	£150
Third year ..	£175
Fourth year ..	£210
Fifth year ..	£240
Sixth year ..	£260
Seventh year ..	£275

- (v) *Chief Traffic Inspector*: £570 plus £10 per annum to £610.

*Assistant Traffic Inspectors*—

First year ..	£435
Second year ..	£460
Third year ..	£480
Fourth year ..	£495
Fifth year and thereafter ..	£515

*Holidays and Annual Leave*

6. (a) The following days subject to clause (b) and (e) 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. The provisions of the Public Holidays Act, 1910 and its amendments which deal with the observance of and payment for holidays which fall on Saturdays and Sundays shall apply to the holidays specified in this agreement.

(b) Overseers and Foremen shall not be entitled to any of the above holidays not granted to the majority of employees over whom they exercise control.

(c) Annual leave (Traffic Inspectors excepted) shall be granted in accordance with the Annual Holidays Act, 1944. Provided, however, that those officers who have had ten years' continuous service with the Council or whose rate of salary exceeds £500 per annum shall be granted annual leave of three weeks.

(d) Annual leave shall be taken at a time to be mutually agreed upon.

(e) Tramway Inspectors shall not be entitled to any additional leave in lieu of public or statutory holidays upon which they are required to work, but when required to work on Christmas Day, Good Friday, Anzac Day, the birthday of the reigning Sovereign, and Labour Day, Tramway Inspectors shall receive an additional day's pay or equivalent day or days shall be added to the annual leave by mutual arrangement.

*Overtime*

7. (a) This clause shall not apply to Traffic Inspectors nor shall it apply to those officers whose rates of salary are specified in clause 5 Subclauses (c) to (t) inclusive.

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

(c) All time worked in excess of forty hours in any week shall be deemed to be overtime and shall be paid for at time and a half rates for the first three hours and double time thereafter with a minimum payment of 1s. 6d. per hour. Overtime shall be computed on a daily basis.

(d) All time worked on a Sunday shall be paid for at double the ordinary rates.

*Meal-allowance*

8. Any officer (other than a Traffic Inspector or Tramway Inspector) required to work overtime after 6 p.m. shall be paid 2s. 6d. tea-money.

*Transport*

9. (a) Officers who provide their own cars, approved by or at the request of the Council, for carrying out their official duties shall be paid such sum as may be mutually agreed upon between the Council and the officer concerned.

(b) A bicycle allowance of £5 per year shall be paid to those officers who undertake their official duties by this means.

(c) Clause (b) does not apply where the bicycle is supplied and maintained by the Council.

*Uniforms*

10. (a) All officers required by the Council to wear uniforms when on duty shall be provided with cap, jacket and two pairs of trousers when necessary.

(b) Greatcoats, raincoats, and waterproof leggings shall be supplied to all uniformed officers, overseers, and foremen as required.

(c) All uniforms and clothing enumerated in the preceding subclauses shall be provided at the expense of the Council and shall remain the property of the Council.

*Expenses*

11. All authorized out-of-pocket expenses incurred by an officer in the execution of his duties shall be paid by the Council.

*Officers Performing Higher-grade Duties*

12. Any officer who is instructed to perform the duties of a higher-grade officer (other than for the purpose of holiday relief) shall, if he occupies the higher-grade position for more than four weeks continuously, be paid from the date upon which he commenced the higher-grade duty at a rate not less than the minimum salary paid for the higher position.

TRAFFIC DEPARTMENT: SPECIAL CLAUSES FOR TRAFFIC INSPECTORS

*Hours of Work*

13. (i) (a) The normal working-hours of Traffic Inspectors shall be forty per week and eight hours per day, Monday to Saturday inclusive.

(b) One hour shall be allowed for each meal.

(c) Ten hours shall elapse between signing off on one day and signing on the next day.

(d) On Saturdays, Traffic Inspectors may be required to continue their duties up to 1 a.m. on Sundays, but no Sunday work shall be required of an Inspector in such a case.

#### *Holidays and Annual Leave*

(ii) (a) After twelve months' continuous service, Traffic Inspectors shall be entitled to three weeks' annual leave.

(b) Annual leave shall be taken at a time to be mutually agreed upon.

(c) Upon termination of service, any Inspector not completing the full qualifying period in any year of service shall be granted pay in lieu of holidays in the same proportion according to the length of service.

(d) Traffic Inspectors shall not be entitled to any additional leave in lieu of public or statutory holidays upon which they are required to work, but when required to work on Christmas Day, Good Friday, Anzac Day, the birthday of the reigning sovereign, and Labour Day, Traffic Inspectors shall receive an additional day's pay or equivalent day or days shall be added to the annual leave by mutual arrangement.

#### *Uniforms*

(iii) The provisions of subclauses (a) and (b) of clause 10 shall apply to the Traffic Inspectors, and mounted Traffic Inspectors shall, in addition, be provided with brown boots, leather leggings, breeches, and gloves, together with any other necessary equipment, such special uniforms and equipment to be provided at the expense of the Council, and to be kept in reasonable condition and repair by the Inspectors, and to remain the property of the Council.

#### *General Application of Agreement to Traffic Inspectors*

(iv) All the provisions of clauses 3, 4, 9, 11, 14, 15, 16, 17 and 18, being applicable, shall apply to Traffic Inspectors.

#### *Under-rate Workers*

14. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 capability, 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.

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

15. From and after the date when this agreement comes into operation, all officers covered by this agreement and officers subsequently appointed to positions covered by this agreement shall become members of the Invercargill Local Bodies' Officers (other than Clerical) Industrial Union of Workers.

#### *Right of Entry Upon Premises*

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

*Matters Not Provided For and Appeals*

17. 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 hereby 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, including any difference or dispute as to the decision of the Council respecting the dismissal or disrating of any employee, and not dealt with in this agreement every such dispute or difference shall be referred to a committee to be composed of two representatives of the Council and two representatives of the union, none of whom shall be members of the legal profession, together with an independent chairman to be mutually agreed upon or in default of agreement, to be appointed by the Conciliation Commissioner for the district: Provided that all disputes shall be considered by the Committee within one month of the date of notification to the Council or the union of such dispute. Either side shall have the right of appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

*Terms of Agreement*

18. This agreement with all clauses shall be deemed to have come into operation on the 1st day of February, 1949, and shall remain in operation until the 31st day of March, 1950.

The seal of the Invercargill City Council Officers (other than Clerical) Industrial Union of Workers was hereto affixed in our presence this 30th day of August, 1949.

[L.S.]

Assessor: C. H. HULLS, President.  
 Assessor: C. HARVEY, Vice-President.  
 Assessor: R. SMITH, Secretary.

The common seal of the Mayor, Councillors, and Citizens of the City of Invercargill was hereunto affixed in our presence this 30th day of August, 1949.

[L.S.]

ABRAHAM WACHNER, Mayor.  
 W. F. STURMAN, Town Clerk.