

INVERCARGILL CITY COUNCIL **CLERICAL WORKERS**—
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 24th day of August, 1949, between the Invercargill Clerks' and Office-assistants' 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 24th day of August, 1949, between the Invercargill Clerks' and Office-assistants' 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 2nd day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

INVERCARGILL CITY COUNCIL CLERICAL WORKERS—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1925, this 24th day of August, 1949, 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. This agreement shall apply to all clerks or office assistants engaged in any clerical capacity, except the Town Clerk and those covered by, and subject to any other award or industrial agreement.

Hours of Work

2. (a) The normal hours of work shall not exceed $37\frac{1}{2}$ 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.

(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 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' licences: Provided that overtime is only to be worked on the authority of the Town Clerk.

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. 6d.

(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.

NOTE.—Employees in Grades 1, 2, 3, 4 are exempt from any overtime payments.

Schedule of Wages

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

	Per Annum. £
<i>Grade 1—</i>	
Chief Accountant	680
<i>Grade 2—</i>	
Assistant Accountant	600
<i>Grade 3—</i>	
Rates Clerk	575
Town Clerk's Assistant	575
<i>Grade 4—</i>	
Stores Buyer	525
Credit Clerk	525
Paymaster and Ledgerkeeper	525
Chief Clerk (Works Dept.)	525
Chief Clerk (Gas Dept.)	525
Chief Clerk (T. and E. Dept.)	525
<i>Grade 5</i>	£440-£465.

Promotion to this grade is subject to completion of service in Grade 6, the recommendation of the Departmental Head, and the prior approval of the Wages Commissioner.

Grade 6—

(Males)—	Per Annum. £
First year ..	125
Second year ..	*155 School Certif. (A)
Third year ..	*185 University Ent. (B)
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

Additional payments as follows—

Chief Meter Reader (Gas Dept.) ..	10
Chief Meter Reader (T. and E. Dept.)	10

Females—

*Grade 1—	Per Annum. £
Head Typiste, Town Hall ..	325
Head Typiste, City Elec. Engineer's Department ..	325
Chief Burroughs Operator ..	325
Senior Clerk/Typiste ..	325
Second Typiste, Town Hall ..	315
Second Burroughs Operator ..	315
Typiste, City Engineer's Dept. ..	315
Cashier, Gas Office ..	315
Grade 2—	
First year	125
Second year	150
Third year	175
Fourth year	210
Fifth year	240
Sixth year	260
Seventh year	275

* Promotion to this grade is subject to the recommendation of the Departmental Head and Council approval, and the prior consent of the Wages Commissioner.

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

Bonus for Qualifications

5. The attainment of any of the following qualifications shall be regarded by additional annual payments as follows:—

Member of the Chartered Institute of Secretaries, the Incorporated Institute of Secretaries or the Australian Institute of Secretaries by examination ..	£	s.	d.
	25	0	0
A.R.A.N.Z.	50	0	0
B. Com.	75	0	0
M. Com., L.L.B.	100	0	0
Typistes' Intermediate Examination	10	0	0
Typistes' Special Examination ..	15	0	0

For passing in the following number of subjects in the undermentioned degrees or examinations:—

Five subjects of the A.R.A.N.Z. Examination	£	s.	d.
	25	0	0
Six subjects of B. Com. or L.L.B. Examination	37	10	0

The Council may allow credit for any other qualification held by any employee, and such credit shall be as may be agreed upon between the Council and the Union.

Payment of Wages

6. 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.

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 worker 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.

The provisions of the Public Holidays Act, 1910, and its amendments which deal with the observance of and the payment for holidays which fall on Saturdays and Sundays, shall apply to the holidays specified in this award.

For work done on Sundays or the above-mentioned days employees shall be paid at the rate of double time in addition to the weekly wage.

Conditions as to Offices, &c.

13. (a) Every employer shall permit his employees, should they so desire, to have 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 trades-union which is 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 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 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 wages, 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.

Scope of Agreement

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

Term of Agreement

22. This agreement, with all clauses, shall be deemed to have come into operation on the 1st day of April, 1949, and shall remain in operation for one year from that date.

The seal of the Invercargill Clerks' and Office Assistants' of the City of Invercargill was hereunto affixed in our presence this 24th day of August, 1949—

[L.S.]

B. N. CHALLIS,
C. M. D. HODGSON,
R. SMITH,

The common seal of the Mayor, Councillors, and Citizens of the City of Invercargill was hereunto affixed in our presence this 24th day of August, 1949.

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