

DUNEDIN CITY COUNCIL **SEXTONS**—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Dunedin]

THIS industrial agreement made pursuant to the Industrial Conciliation and Arbitration Act, 1954, this sixth day of May, 1955, between the Dunedin City Council (hereinafter called "the employer") of the one part, and the Dunedin Municipal Clerical and Other Employees (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 sextons employed by the Dunedin City Council.

Hours of Work

2. The ordinary hours of work shall not exceed forty per week, to be worked on the five days of the week, Monday to Friday, between 8 a.m. and 5 p.m.

Salaries

3. (a) The following shall be the minimum salaries payable for the specified positions:

		Per Annum		
		£	s.	d.
Sexton, Anderson's Bay Cemetery	.....	620	0	0
Sexton, Northern Cemetery	.....	565	0	0
Sexton, Southern Cemetery	.....	545	0	0

(b) In addition to the minimum salaries set out in subclause (a) above of this clause the amounts stated hereunder shall be paid to these employees specifically mentioned and covered by this agreement as rent allowances and as such shall not be subject to any order of the Court of Arbitration nor shall they be added to the respective salaries for the purpose of computing overtime rates of payment:

		Per Annum		
		£	s.	d.
Sexton, Anderson's Bay Cemetery	.....	39	0	0
Sexton, Northern Cemetery	.....	65	0	0
Sexton, Southern Cemetery	.....	32	10	0

(c) An allowance has been included in the salaries prescribed by subclause (a) hereof in recognition of calls on the employees time outside normal working hours.

Increase in Rates of Remuneration

4. The rates of remuneration determined by this agreement shall, for the period commencing on the date on which this agreement is deemed to have come into force in relation to salaries and expiring on the 17th day of November, 1954, be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilization Regulations 1953 and dated the 19th day of November, 1953.

(b) On and after the 18th day of November, 1954 the rates of remuneration determined by this agreement shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilization Regulations 1953, and dated the 28th day of October, 1954.

(EXPLANATORY NOTE.—The general order of the 28th October, 1954 increased rates in remuneration determined by awards and industrial agreements by an amount equal to 13 per cent thereof, but excluded from the scope of the increase—

1. Such portion of the remuneration of each worker in each week as exceeded the amount of £12 in the case of adult male workers, the amount of £9 in the case of adult female workers, and the amount of £7 in the case of male and female workers under the age of 21 years; and
2. All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term "remuneration" means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

Overtime

5. Work done outside or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter, except that work performed on Saturday or on Sunday shall be paid for at double time rates.

Holidays

6. (a) An annual holiday of two weeks on full pay shall be allowed to each worker in addition to the holidays provided in subclause (c) hereof. Should a worker leave without completing his year of service he shall be paid a sum equivalent to the salary he would receive for a holiday proportionate to the time served.

(b) Any worker who has completed or who completes ten years' service with the City Council shall be allowed an additional week's annual leave on full pay.

(c) A whole holiday shall be allowed without deduction from pay on Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Good Friday, Easter Monday, Labour Day, Anniversary Day or a day to be mutually agreed upon in lieu of Anniversary Day, and the birthday of the reigning Sovereign. Work performed on any of these days shall be paid for at double the ordinary rates.

Complaints

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

Clothing

8. Sextons shall be provided with a suitable black coat to wear while in attendance at funerals.

Matters Not Provided For

9. Any dispute in connection with any matter not 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 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 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 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.

Workers to be Members of Union

11. 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 is not for the time being a member of the Dunedin Municipal Clerical and Other Employees (other than Inspectors) Industrial Union of Workers.

Term of Agreement

12. This agreement in so far as it relates to salaries shall be deemed to have come into force on the first day of April, 1954, and in so far as the other conditions of the agreement are concerned it shall come into force on the day of the date hereof and shall continue in force until the thirty-first day of March, 1956.

Signed on behalf of the Dunedin Municipal Clerical and Other Employees
(other than Inspectors) Industrial Union of Workers—

W. C. McDONNELL, Secretary.

Signed on behalf of the Dunedin City Council—

J. C. LUCAS, Town Clerk.