# DUNEDIN CITY CORPORATION AND DUNEDIN DRAINAGE AND SEWERAGE BOARD CLERICAL AND OTHER EMPLOYEES—INDUSTRIAL AGREEMENT

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

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 12th day of July 1960, between the Dunedin City Corporation and the Dunedin Drainage and Sewerage Board (hereinafter called the "employer") of the one part, and the Dunedin Municipal Clerical and Other Employees (Other Than Inspectors) 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

#### Scope of Agreement

1. This agreement shall apply to all clerical workers not otherwise provided for and to such other employees of the Dunedin City Corporation and the Dunedin Drainage and Sewerage Board who are specifically mentioned herein, provided that it may be extended to cover additional employees by agreement between the employer and the union.

#### Hours of Work

- 2. (a) Unless otherwise provided herein, the ordinary hours of work shall not exceed 40 per week, to be worked on five days of the week, Monday to Friday, both days inclusive.
- (b) Any employee working in an office which regularly works less than 40 hours per week may be employed for not more than the hours specified in sub-clause (a) hereof without the payment of overtime should the additional hours be necessary in the opinion of the departmental head to meet the needs of the public or to fit in with the hours of work in any other section of the service; provided that all clerical employees, other than storemen-clerks, required to work regularly beyond  $37\frac{1}{2}$  hours per week under this sub-clause shall be paid for time worked over  $37\frac{1}{2}$  hours per week at half ordinary rates of pay in addition to their normal weekly pay.
- (c) It shall be competent for the corporation to arrange for shift work or rostered duty for employees engaged at the Tepid Baths or in the punch card section of the City Treasury provided that the ordinary hours shall not exceed 40 per week worked on five days between Monday and Saturday inclusive for the Tepid Baths and Monday to Friday inclusive for the punch card section. All Sunday duty shall be in addition to the 40 hours and shall be paid for at overtime rates.
- (d) The employer shall be permitted to employ on a roster system not more than one-third of the meter reading staff on an afternoon shift to be worked between noon and 9 p.m. from Monday to Friday inclusive provided that each shift shall not exceed  $7\frac{1}{2}$  hours per day, including a break of not less than one hour for a meal.
- (e) Casual clerical labour may be employed in the Transport Department for not more than eight hours daily on any day of the week Monday to Sunday or a total of 40 hours weekly at an hourly rate based on Grade I, Division 9, of the scale provided for in clause 4 hereof.

#### Salaries

- 3. (a) For the purpose of this clause "service" shall mean service with the Dunedin City Corporation and/or the Dunedin Drainage and Sewerage Board. Provided that in the case of clerical employees entering the service and appointed to a position in Grade I or II, after the commencement of this agreement, previous service of a similar character in another local authority or commercial house shall count as service. The position of employees in Grades I or II shall not indicate seniority in the service.
- (b) All employees entering the service after the commencement of this agreement shall, if they enter the service during the months of April to December (both months inclusive) receive their first annual increment as from the first day of the first month of April following the month in which they enter the service and shall, if they enter the service between January and March (both months inclusive), receive their first annual increment from the first day of the second month of April following that month in which they enter the service. All future increments to which they become entitled shall take effect from the first day of April next following.

4. The grading scale for male employees shall be:

THE Brace	,			F								
Grade I:												
Division Salary	1 305	2 350	3 405	4 460	5 510	6 580	7 625		9 735	10 805	11 845	
Grade II: Division Salary	1 865	2 885	3 905									
Grade III: Division Salary	1 925	2 945										
Grade IV: Division Salary	1 970	2 990										
Grade V: Division Salary	1 1,015	2 1,035										
Grade VI: Division Salary	1 1,060	2 1,085										
Grade VII: Division Salary	1	2 1,140										
Grade VIII Division Salary	1	2 1,190										
Grade IX: Division Salary	1 1,215	2 1,240										
Grade X: Division Salary	1 1,275	2 1,315										
5. (a) The con	mmenci	ng rates	for	male	emplo	yees	shall	be as	set o	ut her	eunde	r

5. (a) The commencing rates for male employees shall be as set out hereunder unless otherwise provided: for juniors:

Three completed years'	secondary	education	*****		I 2
School Certificate		******			I 3
University Entrance		******	*****	*****	I 4

Any of the above qualifications obtained at an examination held subsequent to the commencement of service under this agreement shall entitle the holder to an additional increment to the step he would have occupied had he held the qualification on appointment.

- (b) Positions not graded or provided for in the preceding subclause (a) commence in Grade I at a step to be fixed having regard to age, qualifications and experience. Employees so graded shall proceed by annual increments to the top of Grade I provided that the grading for an appointee with not less than four years' experience may be revised by the council at its sole discretion upon recommendation of the head of the department after he has been employed under this agreement for not less than six months.
- (c) The commencing rate for appointees to positions graded at or below Grade II Division 3 shall be fixed as above and may be reviewed in like manner but the maximum in such cases shall be as stated in the agreement.

(d) The council may at its sole discretion and only on the recommendation of the departmental head, which recommendation shall be given only for officers having ability above average who show particular diligence in their work, advance any officer from the maximum for his position in Grade I or Grade II by £15 per annum.

(e) The commencing rate for positions in Grade III and above shall be two steps in the scale below the first division in the grade for the position and the limit of automatic promotion for each position shall be the first division in the grade application.

able to that position.

(f) For positions graded above Grade II promotion to the second step in the grade applicable to each position shall be made at the sole discretion of the council only on the recommendation of the departmental head which recommendation shall be given only for officers having ability above average who show particular diligence in their work.

6. The maximum salaries payable to male employees shall be as set out here-

under:

City Works, Water, Drainage Works, Baths

Grade I, Division 11:

Storeman clerk, Colston Street Yard Storeman clerk, Dean Street Yard

Chainmen

Tepid Baths attendants All unclassified positions

Grade II. Division 3:

General clerks on recommendation. Storemen clerks – Ward Street Yard

Water Department Yard Drainage Board Yard

Grade III:

Second clerk

Grade IV:

Superintendent, Tepid Baths

Grade V:

Senior clerk

Grade X:

Chief clerk

Electricity

Grade I, Division 9:

Messenger

Grade I, Division 11:

Showroom stores clerk (R)

All unclassified positions

Grade II, Division 3:

General clerks on recommendation

Clerk, Waipori Falls

Grade III:

Statistics clerk

Stock control clerk

Costing clerk

Pay clerk

Reticulation clerk

Consumers' records clerk

Grade IV:

Second clerk

Grade VI:

Senior Clerk

Transport Grade I, Division 9: Casual clerks Grade I. Division 11: All unclassified positions Grade II, Division 3: General clerks on recommendation Grade III: Transport clerk - Revenue Transport clerk - Traffic Transport clerk - Engineering (Note: The three positions are interchangeable.) Grade V: Second schedules clerk Grade VI: First schedules clerk Senior transport clerk **Treasury** Grade I, Division 9: Messengers (account delivery, etc.) Grade I, Division 11: Meter readers All unclassified positions Grade II, Division 3: General clerks on recommendation Grade III: Senior meter reader Senior clerk – Inquiry Office Clerk - Water Assistant cashier Clerk pay and superannuation Clerk rents and sundry debtors Grade IV: Assistant machine supervisor Grade VI: Senior prebilling clerk Rates and roll clerk Paymaster Grade VII: Assistant accountant drainage Assistant accountant financial Assistant accountant costing Assistant accountant transport Cashier Accountant – Drainage (R) Grade IX: Purchasing officer Grade X: Purchasing officer (R) Machine supervisor

Accountant municipal (R)
Accountant revenue
Accountant financial

Town Clerk's	Depa	rtmen	t								
	Grade I, Division 9:										
Messenger Testing Station warrant clerk											
Grade I, Division 10:											
Mayor's orderly											
Grade I, Di											
Abattoir											
All uncla			ions								
Grade II, D											
General o	lerks	on rec	ommo	endati	on						
Grade IV:											
Records	clerk										
Grade V:											
Custodia											
Grade VIII		7									
Committe	e clei	rks									
Grade IX:	•44	1	1.								
Senior co	mmitt	ee cle	rk								
Gasworks											
Grade V:											
Clerk											
(R = Redund	lant p	ositio	ns wh	ich w	ill not	be fi	lled wh	en the	re-	organisation	of
the City Treasu	ry is c	compl	etea (	or on	the re	tirem	ent of t	ne pre	sent	nolders of	tne
appointments.)					_						
7. (a) The gra	iding s	scale f	or fen	iale er	nploy	ees sha	all be:				
Grade A:			_		_		_				
Division	1	2	3	4	5	6	7				
Salary	305	350	405	460	510	575	590				
Grade B:	_	_	•		~						
Division	(20	2	3	4	5						
Salary	630	650	670	695	715						
Grade C:	1	•	2	4							
Division	1	2 770	3 795	820							
Salary	743	770	193	020							
Grade D:	1	2	3								
Division Salary	1 845	_	895								
•				£	1	1	1 11	1	-4		1
(b) The communities otherwise	provid	ig rau ded: f	es for or jun	iors:	ie em	pioye	es snaii	be as	set	out nereun	ner
Three o	comple	eted y	ears' s	second	lary e	ducati	on			A 2	
Junior	Gover	nmen	t Shor	thand	-typis	ts' Ex	aminati	on		A 3	
Chamb				Exami	nation	1					
School				 ك. ماك							
Senior						is Ex			*****		
University Entrance A 4											

Any of the above qualifications obtained at an examination held subsequent to the commencement of service under this agreement shall entitle the holder to an additional increment to the step she would have occupied had she held the qualification on appointment.

(c) All female staff shall commence at the step in Grade A or B as shall be appropriate having regard to age, qualification and experience and shall, if appointed in Grade A, advance to Grade B only at the discretion of the council on recommendation of the head of the department if special aptitude is shown or if engaged upon work involving special skill or training.

(d) All employees in Grade A may, after serving three months, be regraded on recommendation of the departmental head in accordance with the skill or aptitude

shown.

(e) All appointments or promotions above Grade A shall be personal to the employee concerned and the maximum for such employee shall be at any step in

the scale.

(f) Employees who are permanently engaged for a minimum of  $33\frac{1}{3}$  per cent of their time operating a Burroughs book-keeping machine shall be paid an additional annual allowance of £27 10s. per annum. An allowance up to £27 10s. per annum may be paid at the discretion of the employer to an employee in any grade who shows particular ability in the operation of punched card machinery.

8. Notwithstanding anything contained in this agreement, the employer shall have the right to alter the title, designation or duties of any position, to abolish any position provided for in this agreement, to create new positions and generally to reorganise its undertaking, provided that no worker covered by this agreement shall have his salary reduced as a result of such alterations being given effect to by the employer.

9. It shall be competent for any departmental head to recommend any employee who has not reached his maximum salary for an over-grade payment not exceeding £23 per annum at any time if, in the opinion of such departmental head, special recognition by the council is justified. The granting of such an over-grade payment

shall be at the discretion of the council absolutely.

10. Employees holding the qualifications set out hereunder shall be paid the amount set out opposite such qualification in addition to the scale rate for the position held, provided that in the opinion of the employer they are engaged upon duties where such qualifications will give increased efficiency and provided that not more than £25 per annum will be paid to the holder of any two qualifications and not more than £30 per annum to the holder of more than two such qualifications.

		Per	Per Annu		
		£	S.	d.	
A.R.A.N.Z.	 	 17	5	0	
A.C.I.S.	 *****	 15	0	0	
A.I.A.O.	 •••••	 11	10	0	
B.Com.	 	 10	0	0	

"Every employee sitting the above examinations shall be paid a bonus of £3 3s.

on each subject in which he secures a pass."

11. Every person covered by this agreement who has been in the one position for 10 years at its maximum rate shall receive a service increment of £17 5s. per annum and after a further five years in the same position shall receive a second service increment of £17 5s. per annum. Where the maximum for a position is in Grades I or II service shall count from the date the employee reaches this maximum, but where the position is graded above Grade II then service for the purposes of this sub-clause shall count from the date the employee reaches the first step in the grade in which the position is classified.

#### **Overtime**

12. (a) Overtime shall be calculated on a daily basis and all time worked outside the normal hours of work on Mondays to Fridays inclusive and all time worked on Saturdays except as part of rostered shifts arranged under clause 2 (c) hereof shall

be paid at time and a half for the first two hours and double time thereafter. All time worked on Sundays shall be paid for at double ordinary rates within the limits set out in this sub-clause. This provision shall not apply to the Town Hall custodian, to members of the Town Clerk's staff whilst attending evening meetings or to the Mayor's orderly insofar as his ordinary duties are concerned.

- (b) Any employee other than an employee working on afternoon shift under clause 2 (d) hereof may be required to work for half-an-hour on any day either before the normal time for starting work or after the normal time for ceasing work without the payment of overtime, provided that he is not required to work more than eight hours per day, without payment of overtime.
- (c) In lieu of the payment of overtime to cover the ordinary work of the Mayor's orderly which may require to be performed outside the clock hours of 8 a.m. to 5 p.m. an allowance of £45 per annum shall be paid.
- (d) In addition to the provision for overtime work made in the salary gradings of the records clerk, custodian and committee clerks in the Town Clerk's Department, the records clerk shall receive a special allowance of £25 per annum and the custodian and committee clerks special allowances of £50 per annum on account of ordinary duties which have to be performed outside the normal hours of work.
- (e) No overtime for which overtime rates are payable shall be worked by any employee without the approval of the head of the department in which the employee is employed.
- (f) The employer shall pay 4s. 6d. as meal money to each worker to take an interval for a meal after the usual stopping time and before commencing to work overtime provided that this allowance shall not be paid to the worker who has been given 24 hours' notice that he will be required to work overtime if he can reasonably return to his home for a meal within the interval allowed.

#### Holidays

- 13. (a) Except as provided in sub-clause (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 Years' Day, Anniversary Day or a day in lieu thereof by mutual agreement, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day. In the event of a holiday, other than Anzac Day, falling on a Saturday or Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.
- (b) When any employee is required to be on duty on any holiday or portion of a holiday above prescribed he shall be allowed time off duty at the rate of two hours for each hour worked with the minimum of four hours. Such time off shall be taken at a later date to be agreed upon by the employer or the head of the department concerned and such time off shall not be deducted from the annual recreational leave. In lieu of allowing time off as herein provided, an employee may be paid in cash for any time off to which he is entitled, and any decision to make such payment shall be made by the head of the department after conferring with the employee concerned.
- (c) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944.
- (d) At least 14 days' notice of the commencement of the annual leave shall be given by the employer to the employee.
- (e) Every employee desiring to take any part of his annual leave shall make application in writing for same at least 14 days before the leave is desired.

(f) Any worker who has completed or who completes 10 years' continuous service with the City Council or with the Drainage and Sewerage Board or a total of 10 continuous years in the service of both bodies shall be allowed an additional week's annual leave on full pay.

# Exclusion of Court Order

14. The general order of the Court of Arbitration dated 18 September 1959, which increased rates of remuneration determined by awards and industrial agreements by an amount equal to 24 per cent thereof shall not apply to this agreement.

# Clothing

- 15. (a) Any employee required by the employer to wear a uniform while on duty shall be provided with same at the expense of the employer.
- (b) Workers whose duties necessitate their working outside shall be provided with raincoats, leggings and goloshes as necessary.
- (c) Allowances of £6 per annum for waterproof coats and £1 per annum for goloshes are to be paid to meter readers who are to provide therefrom their own water-proof clothing to the extent they consider necessary and to the satisfaction of the City Treasurer.
- (d) The employer shall provide dust coats for male workers and smocks for female workers at the City Gasworks, Andersons Bay Road.

#### Rest Periods

16. An interval not exceeding 10 minutes shall be allowed in the morning for refreshments, and a break of 10 minutes allowed in the afternoon. No employee shall leave the building at these breaks without the permission of the head of the Department.

#### Expenses

- 17. (a) All authorised out-of-pocket expenses incurred by any employee in the execution of his duties shall be paid by the employer.
- (b) When an employee is required to be on duty before or after ordinary public means of conveyance are available he shall either be supplied with transport or have his fares paid by the employer to enable him to proceed to and from his home.
- (c) An allowance of £50 per annum to cover travelling expenses and £30 per annum to cover meals and sundries, shall be paid to meter readers in cash in lieu of any allowance provided for in sub-clause (a) hereof provided that should the employer elect to provide transport to or from the area in which meters are being read, the amount of the travelling expenses shall be adjusted by mutual agreement and provided further that in the case of permanent country meter readers, the allowance shall be £50 per annum. This sub-clause shall not apply to the complaints meter reader.

# Higher Grade Duties

18. Any employee, who is appointed to carry out the whole of the duties of any appointment provided for in this agreement during the temporary absence for any cause except annual leave of the holder of that appointment, shall be paid at the rate for the commencing salary for such appointment provided that he carries out such duties for a period of four weeks continuously. For the purposes of this clause, the commencing salary for any appointment shall be the second scale step below the maximum salary for that appointment.

#### Payment of Salaries

19. 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 salary shall be divided by 26 and for the purpose of fixing the hourly rate the fortnightly salary shall be divided by 75.

# **Application**

20. No person in the employment of the employer who at the date of this agreement is in receipt of a higher lawful rate of pay or other remuneration or more holidays or whose hours of duties are less than herein provided or who has been carrying out the duties covered by this agreement for a period of 12 months or over prior to the date of this agreement shall have his or her pay, remuneration, or holidays reduced or hours increased or suffer any reduction in status on account of this agreement.

# Terms of Employment

- 21. (a) Vacant positions shall be filled where practicable by promotions of employees already on the staff of the employer; provided that the decision of the employer as to the fitness or otherwise of any employee for promotion shall be final.
- (b) In the absence of special written agreement between the employer and any employee, one month's notice of resignation or dismissal shall be given, except in the case of casual and temporary clerks when the notice shall be one week. Provided that in the case of wilful misconduct, dishonesty, or serious dereliction of duty, the employer shall pay to the worker an amount equal to the amount such worker would have earned had the full notice been given. Such payment shall be additional to any holiday pay due for services rendered.

  (c) Temporary clerks in the Transport Department appointed under clause

2 (e) hereof may be given one hour's notice.

#### Part Time Employment

22. Rates of remuneration or wages for part-time employees whose services do not necessitate his or her employment for substantially the number of hours specified in clause 2 hereof shall be decided by negotiations between the president and secretary of the union and the employer.

#### Matters Not Provided For

23. 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, 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 within 14 days after such decision shall have been communicated to the party desiring to appeal.

Right of Entry

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

#### Workers to be Members of Union

25. It shall not be lawful for the employer 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.

### **Complaints**

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

#### Sick Leave

27. Employees shall be allowed sick leave in accordance with the council's general policy according to length of service.

#### Term of Agreement

28. This agreement, insofar as it relates to salaries, shall be deemed to have come into force on the 1st day of April 1960, and insofar as the other terms and conditions are concerned it shall come into force on the day of the date hereof and shall continue in force until the 31st day of March 1962.

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

I. E. STILL, Secretary.

Signed on behalf of the Dunedin City Council, as employer—

J. C. Lucas, Town Clerk.

Signed on behalf of the Dunedin Drainage and Sewerage Board, as employer— J. C. Lucas, Secretary.

# DUNEDIN CITY CORPORATION AND DUNEDIN DRAINAGE AND SEWERAGE BOARD CLERICAL AND OTHER EMPLOYEES—VARIATION OF INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 19th day of December 1960, between the Dunedin City Corporation and the Dunedin Drainage and Sewerage Board (hereinafter called the "employer") of the one part, and the Dunedin Municipal Clerical and Other Employees (Other than Inspectors) 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

- 1. The industrial agreement between the employer and the union dated the 12th day of July 1960, shall be amended by deleting clauses 4 and 7 (a) of the said agreement and substituting in lieu thereof the following clauses:
  - 4. The grading scale for male employees shall be:

Grade I—												
Division		1	2	3	4	5	6	7	8	9	10	11
Salary	*****	305	350	405	465	515	580	630	675	745	815	855
Grade II—												
Division Salary		1 880	_	3 920								
Jululy		000	200	220								

	Grade III-			_					
	Division		1	2					
	Salary		940	960					
	Grade IV—								
	Division		1	2					
	Salary	*****	980	1000					
	Grade V-								
	Division		1	2					
	Salary		1030	1060					
	Grade VI-								
	Division		1	2					
	Salary		1085	1125					
	Grade VII-								
	Division		1	2					
	Salary		1155	1180					
	Grade VIII-								
	Division		1	2					
	Salary		1210	1235					
	Grade IX-								
	Division		1	2					
	Salary		1260						
	Grade X—								
	Division		1	2					
	Salary			1360					
7.	(a) The grad	ding s	scale fo	or fem	ale er	mploye	ees sha	all be:	
	Grade A-	-							
	Division		1	2	3	4	5	6	7
	Salary		305			465			590
	Grade B—								
	Division		1	2	3	4	5		
	Salary			655		700			
	Grade C		-		• / -		. – -		
	Division		1	2	3	4			
	Salary			780		-			
	Grade D—	*****			300	000			
	Division		1	2	3				
	Salary			885					
2	The aforesa					nt cha	11 ha	furtha	rama

- 2. The aforesaid industrial agreement shall be further amended by deleting the words and figures "31st day of March 1962" in clause 28 and substituting in lieu thereof the figures and words "30th day of September 1962".
- 3. The amendments provided for in clauses 1 and 2 hereof shall be deemed to have come into force on the 1st day of October 1960.

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

I. E. STILL, Secretary.

Signed on behalf of the Dunedin City Council, as employer:

J. C. Lucas, Town Clerk.

Signed on behalf of the Dunedin Drainage and Sewerage Board, as employer: J. C. Lucas, Secretary.