
INVERCARGILL CITY COUNCIL OFFICERS (OTHER THAN CLERICAL)—
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 23rd day of December 1960 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 (hereinafter called "the council") of the other part, whereby it is mutually agreed by and between the said parties as set out in the following Schedule.

SCHEDULE

Scope of the Agreement

1. This agreement shall apply to all employees of the council except those covered by any other award or industrial agreement provided however that the operation of this agreement shall not cover heads of departments, and university or secondary school students temporarily employed by the council.

Hours of Work

2. (a) Except as hereinafter provided in sub-clauses (b) (c) (d) and (e) 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 40 hours per week 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 officers shall be subject to the provisions of clause 14.

(d) Forty hours shall constitute a week's work for baths attendants to be worked on Monday to Saturday both days inclusive.

(e) Library staff shall be required to work $37\frac{1}{2}$ hours per week between the hours of 9 a.m. and 9 p.m. on Monday to Friday with a maximum of eight hours in any one day.

Conditions of Service

3. (a) For the purpose of this agreement "service" shall mean service with the council or similar experience with another local body or Government Department, or university department.

(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 and the appointments of juniors.

(d) When applicants 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 cases 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 26. Payment of salaries shall be made during working hours.

(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) No person in the employment of the council who at the date of this agreement is in receipt of a higher rate of pay or other remuneration shall have his or her pay or remuneration or privileges reduced or suffer any reduction of status on account of this agreement.

(j) Temporary employees shall not be engaged for periods longer than three months without notification to the union.

(k) Where an agreement is reached during the currency of this agreement between the council and the union in respect of the salary or any conditions of employment of any particular employee covered by this agreement, then such agreement shall be deemed to be part of this agreement and the provisions contained therein shall be binding upon both the council and the union as if such provisions were included in 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 72 hours after the subject matter thereof came to the complainant's knowledge, and the officer concerned shall be notified thereof within 12 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 increments in salary shall be paid after 12 month's service with the council dating from the commencement of such service.

(c) Where an employee is promoted or is transferred from one position to another of greater responsibility and is thereby entitled to be transferred to a higher salary scale, the commencing salary of which is below or equal to that being received by him when promoted or transferred, he shall be paid the salary in the higher scale which is immediately above that being paid to him at the time of his promotion or transfer. Any subsequent annual increments to which the employee becomes entitled shall be paid in each succeeding year from the date of his promotion or transfer.

(d) Where applicable, the attainment of any of the following qualifications shall be rewarded by additional annual payments based as follows:

Registered Surveyors, A.N.Z.I.A., B.Arch., M.Sc.,	£	s.	d.
M.A., A.M.T.P.I. Registered Engineers	.....	57	10 0
B.A., B.Sc., Dip.Arch., A.N.Z.L.A., B.E.	.....	30	0 0
N.Z.L.A. Certificate	.....	17	10 0

The council may allow credit for any other qualification of a reciprocal standard held by any employee and such credit shall be as may be agreed upon between the council and the union.

Where any person, by reason of more than one qualification is entitled to two or more additional payments, he shall receive only the higher amount provided for in this agreement.

	Per Annum
	£
(e) (i) Chief Health Inspectors	..... 1,035
(ii) Assistant Health Inspectors—	
First year	..... 890
Second year	..... 915
Third year	..... 940
Fourth year	..... 965
Fifth year and thereafter	..... 1,000

Holders of recognised certificates in sanitary science shall be paid an additional amount of £30 per annum.

	Per Annum £
(f) (i) Deputy Librarian—	
First year	930
Second year and thereafter	980

Appointment shall be conditional on applicant holding N.Z.L.S. Certificate or equivalent.

	Per Annum £
(ii) Reference Assistant Cataloguer	760

Appointment shall be conditional on applicant holding N.Z.L.A. Certificate or equivalent.

	Per Annum £
(g) (i) Baths Attendants Male	850
(ii) Senior Female Attendants	600
(iii) Junior Female Attendants—	
First year	320
Second year	360
Third year	410
Fourth year	455
Fifth year and thereafter	510

Holders of Instructor's Certificate of the New Zealand Royal Life Saving Society shall be paid an additional £30 per annum.

	Per Annum £
(h) Gas Department—	
(i) Works Superintendent—	
First year	1,030
Second year	1,055
Third year and thereafter	1,090
(ii) Gas Distribution Officer	1,000
(iii) Salesman	Separate agreement
(iv) Storeman	860
(v) Works Foreman	1,050
(i) Superintendent – Main Sub-station	1,145
(j) Lines Foreman, Electricity Department	1,075
(k) (i) Waterworks Inspector	1,030
(ii) Water Overseer	1,205
(iii) Water Reticulation Foreman	1,040
(iv) Watermain Laying Foreman	1,040
(v) Water Supply Foreman—	
First year	990
Second year and thereafter	1,040
(l) (i) Drainage and Plumbing Inspector—	
First year	1,000
Second year	1,030
Third year and thereafter	1,060
(ii) Assistant Drainage and Plumbing Inspector—	
First year	880
Second year	910
Third year	935
Fourth year	960
Fifth year and thereafter	995
(iii) Drainage Maintenance Foreman	1,040
(iv) Drainlaying Foreman	1,040

	Per Annum £
(m) (i) Building Inspector—	
First year	1,030
Second year	1,060
Third year and thereafter	1,090
(ii) Assistant Building Inspector—	
First year	880
Second year	910
Third year	935
Fourth year	960
Fifth year and thereafter	995
(n) Bus Supervisors	1,095
(o) (i) Works Maintenance Overseer	1,205
(ii) Street Works Construction Overseer	1,205
(iii) Plant Overseer	1,205
(iv) Store Keeper Works Dept	860
(v) Assistant Storekeeper	820
(p) (i) Deputy Chief Traffic Officer	970
(ii) Traffic Officers—	
First year	785
Second year	825
Third year	850
Fourth year	890
Fifth year	925
Sixth year and thereafter	950

The salaries of the assistant traffic inspector shall be increased over and above the scale shown above by £125 per annum. This flat rate shall be paid in lieu of overtime for hours worked in excess of 40 per week.

	Per Annum £
(q) Assistant Director of Parks and Reserves	1,140
(r) Ladies Attendants	520
(s) Sexton	910
(t) Inspector of Nuisances and Bylaws	895
(u) Airport Overseer—	
First year	990
Second year	1,040
(v) (i) Females - including Library Assistants—	
First year	320
Second year	360
Third year	410 (a)
Fourth year	455 (b)
Fifth year	510 (c)
Sixth year	575
Seventh year	600
Eighth year and thereafter	650

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

(b) Applicant with University Entrance Examination or Endorsed School Certificate starts at this salary.

(c) Applicant with Higher Leaving Certificate starts at this salary.

The salaries of engineering staff, including professional engineers, assistant engineers, engineering assistants draughtsmen and cadets employed in the City Engineer's office or the City Electrical Engineer's office shall be subject to separate agreement between the officers concerned and the council.

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, Easter Monday and the day after; Anzac Day; Queen's birthday; Dominion and Picnic Day or days in lieu thereof; Labour Day Christmas Day; Boxing Day and the day following. 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 be expected to work on any of the above holidays not granted to the majority of the employees over whom they exercise control but an equivalent day or days shall be added to their annual leave by mutual arrangement.

(c) Annual leave (traffic officers and library staff excepted) shall be granted in accordance with the Annual Holidays Act 1944. Provided, however, that those officers who have had 10 years' continuous service with the council shall be granted annual leave of three weeks.

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

(e) When required to work on Christmas Day; Boxing Day; New Year's Day; Good Friday; Easter Monday; Anzac Day; the birthday of the reigning Sovereign and Labour Day; bus supervisors shall receive an additional day's pay or equivalent day or days shall be added to the annual leave by mutual arrangement.

(f) No person shall accumulate annual leave for a period exceeding 18 months.

(g) After 12 months continuous service library staff shall be entitled annually to three calendar weeks annual leave on full pay exclusive of any specified holiday in sub-clause (a) hereof.

Sick Leave

7. 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. These provisions shall not apply where the accumulation leave clause is more beneficial to the employee. 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 18 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 three months' sick leave on full pay followed by an equal term on half pay. For the purpose of calculating sick leave, "service" shall mean continuous service with the city council, and shall be calculated as from the appointment of the employee to the city council's service.

Overtime

8. (a) This clause shall not apply to traffic officers nor shall it apply to those officers whose rates of basic salary exceed £865 per annum.

(b) No overtime for which overtime rates are payable shall be worked by any employee without the general direction and approval of the head of the department in which the employee is employed.

(c) No payment shall be made without the approval of the head of the department for overtime worked.

(d) All overtime payments to which an employee is entitled shall be due at the end of every two weeks and shall be paid the following pay day.

(e) All time worked in excess of 40 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 5s. per hour. Overtime shall be computed on a daily basis.

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

Meal Allowance

9. When any officer (other than traffic officers or bus supervisors) is required to work overtime in such a way that he or she does not have reasonable time (one hour) for a meal it shall be paid for by the council, payment not to exceed 5s.

Transport

10. 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.

Uniforms

11. (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, waterproof leggings and overalls shall be supplied to all uniformed officers, building, drainage, water and health inspectors, overseers and foremen as required.

(c) All uniforms and clothing enumerated in the preceding sub-clauses shall be provided at the expense of the council and shall remain the property of the council.

(d) Smocks shall be provided by the council for the library staff as required.

(e) Baths attendants shall be issued with the following clothes each year, the first issue to be made after three months service, subsequent issues to be made at six monthly intervals. Two pairs of shoes, one grey jersey, one white jersey, two pairs grey trousers or two grey skirts.

Expenses

12. All authorised 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

13. (a) 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 of not less than the minimum salary paid for the higher position.

TRAFFIC DEPARTMENT: SPECIAL CLAUSES FOR TRAFFIC OFFICERS

Hours of Work

14. (i) (a) The normal working-hours of traffic officers shall be 40 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.

Holidays and Annual Leave

(ii) (a) After 12 month's continuous service, traffic officers shall be entitled to three week's annual leave.

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

(c) Upon termination of service, any officer 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 officers 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, New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign and Labour Day, traffic officers 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) to (c) of clause 11 shall apply to all traffic officers and mounted traffic officers 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 officers, and to remain the property of the council.

General Application of Agreement to Traffic Officers

(iv) All the provisions of clauses 3, 4, 5, 6, 7, 9, 11, 12, 13 and 15 to 19 inclusive being applicable shall apply to traffic officers.

Under-rate Workers

15. (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 month's as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 day's notice shall have been given to such workers 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 the council 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 the Union

16. (a) From and after the dates 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 City Council Officers (Other than Clerical) Industrial Union of Workers.

(b) For the purpose of sub-clause (a) of this clause a person of the age of 18 years or upwards and every other person who is for the time being in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of 21 years and upwards shall be deemed to be an adult.

Right of Entry Upon Premises

17. 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 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.

The council shall upon request by the union supply a list of those employees who are included in this agreement, provided however, that this request shall not be made more often than once every 12 months.

Matters Not Provided For and Appeals

18. 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 Arbitration Court against a decision of any such committee upon giving the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Term of Agreement

19. This agreement shall be deemed to have come into force on the 1st day of October 1960 in so far as it relates to rates of salaries less than £1,030 per annum and so far as all other provisions of the agreement are concerned it shall come into force on the 1st day of January 1961 and this agreement shall continue in force until the 30th day of September 1962.

The seal of the Invercargill City Council Officers (Other than Clerical) Industrial Union of Workers was hereto affixed in our presence this 23rd day of December 1960.

[L.S.]

M. V. JAMES, President.
J. MORISON, Secretary.

The common seal of Mayor, Councillors and Citizens of the City of Invercargill was hereunto affixed in our presence this 17th day of January 1961:

[L.S.]

A. L. ADAMSON, Mayor.
I. O. MANSON, Acting Town Clerk.