

INVERCARGILL CITY COUNCIL CLERICAL OFFICERS—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 6th day of June 1962, between the Invercargill Clerks and Office Assistants 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:

*Definition*

1. This agreement shall apply to all clerks or office assistants engaged in any clerical capacity except the Town Clerk and City Treasurer and those covered by, and subject to any other award, industrial agreement, or private 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 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 the staff in excess of the above hours without payment of overtime up to a maximum of 40 per week on special 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' licenses, and end of financial year provided that overtime is to be worked only on the authority of the departmental head.

*Overtime*

3. (a) When overtime is required to be worked at the request of the departmental head, 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 5s.

(c) 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.

NOTE—Employees in Grades 2, 2A, 3, 3A, and 4 are exempt from any overtime payments, except that when employed on any of the days set out in clause 12 (b) hereof, they shall be paid at the rate of double time in addition to the weekly wages: Provided that in lieu of such payment the employer may where mutually agreed upon, grant one day off for each whole day so worked, such day to be taken at a mutually arranged time or added to the annual holiday.

*Schedule of Wages*

4. (a) The following shall be the rates of salaries payable:

| Grade 5—  | Year | Male<br>£            | Female<br>£ |
|---|------|----------------------|-------------|
|   | 1    | 330                  | 330         |
|   | 2    | 375                  | 375         |
| School Certificate .. .. .  | 3    | 430                  | 430         |
| University Entrance or Endorsed School Certificate .. .. .  | 4    | 495                  | 495         |
| Higher Leaving Certificate .. .. .  | 5    | 550                  | 550         |
|   | 6    | 620                  | 620         |
|   | 7    | 675                  | 675         |
|   | 8    | 725                  | 725         |
|   | 9    | 790                  | ..          |
|   | 10   | 845                  | ..          |
|   | 11   | 895                  | ..          |
| 12th year of Council clerical service .. .. .   | ..   | 940                  | ..          |
| 13th year of Council clerical service .. .. .   | ..   | 970                  | ..          |
| 14th year of Council clerical service .. .. .   | ..   | 1,000                | ..          |
| Grade 4: Officers, whose appointment has been made by recommendation from department heads and committee approved by assessors confirmed by the council and who are responsible to the executive officer or head of a major department and who are in charge of accounting and/or clerical work pertaining to the department and who are required to exercise judgment and initiative and the control of staff .. |      | £1,040/£1,070        |             |
| Grade 3: Officers may be promoted from Grade 4 on merit and on the recommendation from department heads and committee approved by assessors confirmed by council .. .. .  |      | £1,105/£1,130/£1,160 |             |
| Grade 2: Senior executive other than department heads whose qualifications are in accord with section 5 of this agreement on recommendation from department heads and committee, approved by assessors confirmed by the council .. .. .   |      | £1,175/£1,225/£1,280 |             |

*Females:*

Grade 3A: Promotion to this grade is on recommendation from department heads and committee approved by assessors and confirmed by council .. .. £740/£760

Grade 2A: Senior female staff on the recommendation from department heads and committee, approved by assessors and confirmed by the council .. .. £830/£855/£880

The categories shown in grades other than Grade 5 are not automatic increments but are salary rates to which an employee may be appointed by the procedure outlined in each grade.

(b) When an employee completes three years service in any step of any grade and there is no provision for his automatic transference to a higher step or grade he shall have the right to appeal to the chairman of the council assessors for consideration of his grading.

*Bonus for Qualifications*

5. (a) The attainment of any of the following qualifications shall be rewarded by additional annual payments as follows:

|   |       |
|---|-------|
| B.Com. (providing two units of Accounting have been completed) or A.R.A.N.Z. .. .. .                | £ 100 |
| Members of the Chartered Institute of Secretaries (by examination)                                  | 40    |
| New Zealand Institute of Management—  |       |
| Diploma in Business Administration or Diploma in Industrial Administration (by examination) .. .. . | 20    |
| Typists Special Examination .. .. .   | 20    |
| Typists Intermediate Examination .. .. .  | 15    |

The council may allow credit for any other qualifications held by any employee and such credit shall be as may be agreed upon between the council and the union.

(b) *Service Bonus*—That any person covered by the provisions of this agreement shall be paid by way of service bonus the sum of 5s. per week after five years continuous service with the council as a clerical officer and 10s. per week after 10 years continuous service with the council as a clerical officer.

Such service bonus shall be paid in a lump sum during the week before 25 December each year to those employees who qualify and who are in the council's employment at the time. Employees who leave prior to the payment date or whose notice of termination of service is in hand at payment date will not qualify for any part of the service bonus.

*Payment of Wages*

6. All salaries shall be paid fortnightly. For the purpose of calculating the amount payable fortnightly in respect of the annual salaries, the amount of the annual salaries shall be divided by 26.

*Condition of Services*

7. Employees 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.

*Termination of Engagement*

8. Notice of termination of engagement to be in accordance with the conditions of the employees 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 21 years of age or over.

*Temporary Employees*

10. (a) Any employee employed for less than one full week shall be termed as 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 4s. 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 be paid at the recognised rate per mile by the council.

*Holidays*

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 month's continuous service, provided, however, that after 10 years continuous service with the council employees should be granted three weeks annual leave in addition to the holidays in clause (b) hereof.

(b) The following shall be paid holidays and not considered part of the annual leave.

New Year's Day and the following two days; Good Friday to Tuesday (inclusive); Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day, and the day following; Picnic Day, Dominion Day, or two days in lieu thereof to be taken between Christmas and New Year.

The provisions of the Public Holidays Act 1910 and its amendment which deal with the observance of 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 Office, etc.*

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 of five years to be allowed full pay for a period not exceeding one month in any 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 accumulated 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 of 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.

*Wages and Time Book*

15. The employer shall keep in the prescribed form a timebook 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. *Unqualified Preference*—(a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force; as the case may require.

(b) Subject to sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under sub-clause (a) hereof to become a member of a union who fails to become a member, as required by that sub-clause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with sub-clause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom sub-clause (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

### *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 the 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 14 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. Original references to be the property of the employee or applicant, and shall on request, be returned within 48 hours after engagement or rejection of application.

Each employee on leaving or being discharged from his employment shall be furnished within 24 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 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 of 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 to 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.

### *Validity of Agreement*

20. 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.

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 for 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.

*Terms of Agreement*

22. This agreement insofar as it related to rates of wages shall be deemed to have come into force on 1st day of April 1962, and so far as all other provisions of the agreement are concerned it shall come into force on the day of the date hereof and this agreement shall continue in force until 31 March 1963.

The seal of the Invercargill Clerks' and Office Assistants Industrial Union of Workers was hereto affixed in our presence this \_\_\_\_\_ day of \_\_\_\_\_

[L.S.]

|                |              |
|----------------|--------------|
| T. BRASS       | } Assessors. |
| L. G. HUGHES   |              |
| I. M. THOMPSON |              |
| A. BENNETT     |              |

The common seal of the Mayor, Councillors and Citizens of the City of Invercargill was hereunto affixed in our presence this \_\_\_\_\_ day of \_\_\_\_\_

[L.S.]

A. L. ADAMSON, Mayor.  
L. A. BEST, Town Clerk.