
DUNEDIN CITY COUNCIL FEMALE WORKERS (BOTANIC GARDENS)—
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 25th day of July 1962, between the Dunedin City Corporation (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 female workers employed in the nursery at the Botanic Gardens at Dunedin by the Dunedin City Corporation.

Hours of Work

2. The ordinary hours of work shall not exceed 40 per week eight per day and shall be worked on the five days of the week Monday to Friday inclusive between the hours of 8 a.m. and 5 p.m. on each day.

Overtime

3. (a) All time worked outside the hours provided in clause 2 shall be overtime and shall be paid for at the rate of time and a half for the first three hours and double time rates thereafter with a minimum of 4s. 6d. per hour. Overtime shall be calculated on a daily basis.

(b) All time worked on Saturday and all time worked on Sunday shall be paid for at double ordinary rates.

(c) Glasshouse workers required to work on Saturdays shall be paid ordinary time for the hours worked and shall in addition receive an equivalent amount of time off duty at a time to be mutually agreed upon by the employee and the Superintendent of Reserves or failing such agreement at a time to be agreed upon between the employer and the union.

Holidays

4. (a) The following holidays shall be allowed without deduction of pay: Christmas Day, Boxing Day, New Year's Day, the day following that upon which New Year's Day is observed, Anniversary Day or a day to be mutually agreed upon in lieu thereof, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Anzac Day and Labour Day.

(b) In the event of any of the above-mentioned holidays 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.

(c) Each worker shall be entitled to two weeks' annual leave, provided that a worker with 10 years' service shall be entitled to an additional week's leave on full pay.

(d) Workers who are employed on any of the days set out in subclause (a) hereof shall be paid at the rate of double time in addition to the weekly wages.

Wages

5. (a) The following shall be the minimum rates of wages:

	Per Week		
	£	s.	d.
First six months	4	10	0
Second six months	5	1	0
Third six months	5	12	0
Fourth six months	6	6	0
Fifth six months	6	17	6
Sixth six months	7	5	0
Seventh six months	7	17	6
Eighth six months	8	11	0
Fifth year	9	8	0
Sixth year	10	2	0
Thereafter	10	12	6

Provided that a worker of the age of 21 and upwards shall be paid in accordance with the Minimum Wage Act 1954, and its amendments.

(b) The minimum salary for the propagator shall be the minimum basic rate payable to a gardener with more than 12 months' service in terms of the Dunedin Local Bodies Labourers Industrial Agreement in force for the time being or any amendment thereof.

(c) The following extra rates shall be paid to holders of certificates, under the Royal New Zealand Institute of Horticulture Act 1927:

	Per Week		
	s.	d.	
Junior	10	0	
Intermediate	12	6	
Diploma	15	0	

The fees for an approved course of study, plus examination fees and costs entailed in sitting examinations, shall be paid by the Council provided that if the employee fails twice in any section of the examination then this subclause shall not apply until the employee has secured a pass in that particular section.

Protective Clothing

6. The employer shall provide smocks, gloves, gumboots and clogs where required.

Sick Pay

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

Meal Money

8. (a) The employer shall pay 5s. as meal money to each worker required 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 she will be required to work overtime if she can reasonably return to her home for a meal within the interval allowed or to the worker for the midday meal on a Saturday where the worker has been given 24 hours' notice that she will be required to work a full day on the Saturday.

(b) An interval of 10 minutes shall be allowed each morning and afternoon to each worker, during which intervals they may partake of refreshments on the premises.

Terms of Employment

9. Employment shall be on a fortnightly basis, and at least two weeks' notice of termination thereof shall be given to either party. This shall not prevent the employer from summarily dismissing a worker for misconduct.

Workers to be Members of Union

10. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if she is not already a member of a union of workers bound by this agreement, become a member of such union within 14 days after her 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 agreement so long as she continues in any position or employment subject to this agreement.

(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 agreement.

(d) Every employer bound by this agreement commits a breach of this agreement 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 agreement.

Transport

11. In the event of a worker being requested by the employer to commence work or to cease work at a time when public passenger transport is not available to take that worker to or from work as the case may be, the employer shall either provide transport to or from work for such worker or, alternatively, refund to the worker all reasonable expenses incurred by her in proceeding to or from work, provided that this clause shall not apply to transport to or from work commenced or finished at any time on a Sunday or a public holiday.

Matters Not Provided For

12. All matters not provided for in this agreement and arising out of the employment shall be settled between the employer and the secretary of the union. In the event of a dispute not being settled it shall be referred to the Conciliation Commissioner for the district for decision.

Right of Entry

13. 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 the agreement, but not so as to interfere unreasonably with the employer's business.

Increase in Rates of Remuneration

14. All rates of remuneration provided in this agreement shall be increased to the extent and in the manner prescribed in the order of the Court of Arbitration dated the 4th day of July 1962.

(EXPLANATORY NOTE—The general order of 4 July 1962, increased rates of remuneration determined by awards and industrial agreements by an amount equal to 2½ per cent thereof, but excluded from the scope of the increase 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 every other emolument, whether in one sum or several sums; and also includes travelling expenses.)

Term of Agreement

15. This agreement insofar as it relates to wages shall be deemed to have come into force on the 1st day of April 1962, and insofar as all other terms and conditions are concerned it shall come into force on the date of making and shall continue in force until the 31st day of March 1964.

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 Corporation as employer:

J. C. LUCAS, Town Clerk.