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### DUNEDIN CITY CORPORATION LIBRARIANS AND THEIR ASSISTANTS— 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 24th 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

# Workers to Whom the Agreement Applies

1. This agreement shall apply to workers employed in the Dunedin Public Library.

## Hours of Work

2. The hours of work shall not exceed 40 per week and shall be worked according to a roster to be drawn up by the City Librarian in a fair and equitable manner having due regard to the exigencies of the service.

#### Salaries

3. (a) The grading scale for library assistants shall be:

| Division |  | Grade VI        | Grade V         | Grade IV            | Grade III           | Grade II            | Grade I    |
|----------|--|-----------------|-----------------|---------------------|---------------------|---------------------|------------|
| 12       |  | £<br>325<br>375 | £<br>775<br>835 | £<br>1,015<br>1,060 | £<br>1,105<br>1,150 | £<br>1,195<br>1,240 | £<br>1,330 |
| 3        |  | 430             | 880             |                     |                     | ••                  |            |
| 3A       |  | 445             | ::-             |                     |                     |                     |            |
| 4        |  | 495             | 930             |                     |                     |                     |            |
| 5        |  | 555             | 970             |                     |                     |                     |            |
| 6        |  | 620             |                 |                     |                     |                     |            |
| 7        |  | 675             |                 |                     | ·                   |                     |            |
| 8        |  | 725             |                 |                     |                     |                     |            |

(b) The gradings of all persons employed under this agreement shall be as follows:

(I) General, Clerical and Part-time Assistants

Grade Div.

VT

- Commencing rate for full-time assistants under 21. Rate for holiday and weekend staff without School Certificate.
  - 2
  - 3 Rate for part-time assistants working fewer than 20 hours a week and for holiday and weekend staff with School Certificate or University Entrance.
  - 3A Rate for part-time assistants working 20 hours a week, but fewer than 40.
  - 4 Maximum for full-time unqualified staff, but on recommendation holders of named posts may proceed two further steps to Div. 6. Rate for part-time males under 21.
  - 5
  - 6 Rate for part-time males over 21 and maximum for recommended assistants.

(II) Junior Assistants (pre-professional)

Grade Div. VI 3

- 3 Commence with School Certificate.
- 4 Commence with University Entrance.
- 5 Maximum without N.Z.L.A. Preliminary or two units.
- 6 Maximum without Part I N.Z.L.A. Certificate or 6 units.
- 7 Maximum for junior assistant.
- (III) Intermediate Assistants (Professional)
  - Grade Div. VI 7
    - 7 Maximum without N.Z.L.A. Certificate.
      - 8 Commence with N.Z.L.A. Certificate or with B.A.
        - 1 2 Maximum without Certificate or Diploma N.Z.L.S.
        - 3 Maximum.
- (IV) Subject Room Assistants

Grade Div. VI 7

- 7 Maximum without N.Z.L.A. Certificate.
- 8 Commence with N.Z.L.A. Certificate or B.A.
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- 2 Maximum without Certificate or Diploma of Library School.
- 3 Commence with Certificate or Diploma of Library School.
- 4 5 Maximum.

(V) Mobile Librarian

Grade Div.

- 2 Commencing rate.
  - 4 Maximum.
- (VI) Staff Librarians (Cataloguer, Head of Adult Services, Head of Children's Services)

Grade Div. V 4

- 4 Commencing step Cataloguer. 5 Commencing step Head of C
  - Commencing step Head of Children's Services and Head of Adult Services.
- IV 1
  - 2 Maximum Cataloguer and Head of Children's Services.

III 1 Maximum Head of Adult Services.

NOTE—The Chief Reference Librarian to be paid a maximum of IV 1. No new appointment to be made to this position, which is redundant.

(VII) Deputy City Librarian

Grade Div.

II 1 2

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1 Maximum.

(c) 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 10s. per annum and after a further five years in the same position shall receive a second service increment of £17 10s. per annum, provided that the period during which any person is held at a bar in the scale under the provisos to subclauses (b) (1), (2), (3) and (4) of this clause shall be counted as service at the maximum for the position.

(d) Persons engaged as hospital librarians for more than 50 per cent of their time shall receive the sum of £30 per annum over the scale salary applicable to them as above.

(e) The hourly rate shall be the annual salary applicable to the position divided by 2,080.

(f) The salaries and allowances payable to all employees covered by this agreement shall not be subject to the general order of the Court of Arbitration dated the 4th day of July 1962, which increased rates of remuneration determined by awards and industrial agreements by an amount equal to  $2\frac{1}{2}$  per cent thereof.

# Holidays and Annual Leave

4. (a) Except as otherwise provided for in subclause (c) hereof, all employees shall be entitled to the following public holidays without deduction of pay - viz. New Year's Day, the day following New Year's Day, Anniversary Day or a day to be mutually agreed upon in lieu of Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day. Time worked on any of the holidays set out herein shall be paid for at double time rates in addition to the payment for the holiday so worked.

(b) Employees on leave of absence without pay for a period not exceeding two calendar months shall be paid for any of the public holidays referred to in subclause (a) of this clause falling within their period of leave, provided that they have been employed for a period of at least four months in the six months preceding the holiday, and provided further that if they fail to continue in the service for at least four months in the six months immediately following the said holiday then the payment made to them for the holiday shall be deducted from any amount due to them by the employer.

(c) All employees after 12 months' continuous service shall be entitled to three weeks' recreational leave on full pay exclusive of any of the holidays mentioned in subclause (a) hereof. Should the employment of an employee be terminated for any reason after having served less than 12 months such employee shall be paid a proportionate allowance for holidays. Holidays or holiday pay shall not accrue in respect of any period the employee is on leave without pay provided that this shall not apply to leave without pay granted to full time staff for periods aggregating up to two weeks in any one calendar year.

(d) At least 14 days' notice of the commencement of the annual leave shall be given by the employer to the employee.

#### Clothing

5. Smocks shall be supplied by the employer as required to all female staff (other than part time employees with less than six months' service). No clothing allowance shall be paid to the mobile librarian for normal wear and tear.

#### **Complaints**

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

## Sick Leave

7. All full time employees shall be allowed sick leave in accordance with the council's 1944 scheme. All part-time employees shall be allowed sick leave in accordance with the council's scheme of 12 November 1956.

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## Terms of Employment

8. (a) Vacant positions shall be filled, where practicable by promotions of employees already on the staff of the council: Provided that the decision of the council as to the fitness or otherwise of any employee for promotion shall be final.

(b) All appointments, promotions, or transfers shall be, in the first place, for a probationary period of six months.

(c) Salaries for full time employees shall be paid fortnightly.

#### Workers to be Members of Union

9. (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 he or 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 his or 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 he or 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.

## Matters Not Provided For and Appeals

10. Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer and the secretary 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 to the other party and to the Commissioner within 14 days after such decision shall have been communicated to the party desiring to appeal.

#### Right of Entry

11. The secretary or other authorised officer of the union shall be entitled to enter at all reasonable times upon the premises of the library for the purpose of interviewing any employee in connection with the employment, but not so as to interfere unreasonably with the council's business.

#### Higher-grade Duties

12. An employee who is hereafter instructed to perform the full duties of a higher grade employee shall, if he or she occupies the higher grade position for more than eight weeks continuously, be paid from the date upon which he or she commenced the higher grade duty at a rate not less than the minimum salary for such higher grade position.

#### Terms of Agreement

13. This agreement in so far as salaries are concerned shall be deemed to have come into force on the 1st day of April 1962, and in so far as all the other 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 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 Council as employer:

J. C. LUCAS, Town Clerk.

## MEMORANDUM

The parties desire to record that the grading scale provided in clause 3 (a) of this agreement has been based on the Public Service salary scale ruling at this date and agree that should the Public Service salary scale be subsequently amended then the scale in the said clause 3 (a) shall also be amended to maintain the same relationship with the Public Service scale.