
DUNEDIN CITY COUNCIL **SEXTONS**—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 18th day of April 1962, between the Dunedin City Council (hereinafter called the “employer”) of the one part, and the Dunedin Municipal Clerical and other Employees (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 sextons employed by the Dunedin City Council.

Hours of Work

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

Salaries

3. (a) The minimum salaries payable in each year to employees covered by this agreement shall be the basic minimum weekly rate for labourers with over 12 months' service as provided in the Dunedin Local Bodies Industrial Agreement in force for the time being or any amendment thereof multiplied by fifty two (52) to which shall be added for the specified positions the amounts set out hereunder:

		Per Annum		
		£	s.	d.
Sexton, Andersons Bay Cemetery	.....	156	0	0
Sexton, Northern Cemetery	.....	84	0	0
Sexton, Southern Cemetery	.....	58	10	0

(b) In addition to the minimum salaries set out in subclause (a) above of this clause the amounts stated hereunder shall be paid to those employees specifically mentioned and covered by this agreement as rent allowances and as such shall not be subject to any order of the Court of Arbitration nor shall they be added to the respective salaries for the purpose of computing overtime rates of payment:

		Per Annum		
		£	s.	d.
Sexton, Andersons Bay Cemetery	.....	39	0	0
Sexton, Northern Cemetery	.....	65	0	0
Sexton, Southern Cemetery	.....	32	10	0

(c) An allowance has been included in the salaries prescribed by subclause (a) hereof in recognition of calls on the employees' time outside normal working hours.

Overtime

4. Overtime shall be calculated and paid for in the manner prescribed by clause 3 of the Dunedin Local Bodies Labourers Industrial Agreement in force for the time being or any amendment thereof.

Holidays

5. (a) An annual holiday of two weeks on full pay shall be allowed to each worker in addition to the holidays provided in subclause (c) hereof. Should a worker leave without completing his year of service he shall be paid a sum equivalent to the salary he would receive for a holiday proportionate to the time served.

(b) Any worker who has completed or who completes 10 years' service with the City Council shall be allowed an additional week's annual leave on full pay.

(c) A whole holiday shall be allowed without deduction from pay on Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Good Friday, Easter Monday, Labour Day, Anniversary Day or a day to be mutually agreed upon in lieu of Anniversary Day, and the birthday of the reigning Sovereign. Work performed on any of these days shall be paid for at double the ordinary rates.

Sick Leave

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

Complaints

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

Clothing

8. Sextons shall be provided with a suitable black coat to wear while in attendance at funerals.

Matters Not Provided For

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

Right of Entry

10. 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.

Unqualified Preference

11. (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 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 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 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.

Term of Agreement

12. This agreement in so far as it relates to salaries shall be deemed to have come into force on the 1st day of April 1962 and in so far as the other conditions of the agreement 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:

J. C. LUCAS, Town Clerk.