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**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 and its amendments this 15th day of March 1963 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.

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**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 15.

(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 similar verified 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. Continued employment by the council shall be deemed to be confirmation of the appointment.

(c) Vacant positions shall be filled, where practicable, by promotion of employees already on the staff and the appointment of juniors.

(d) When applications 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 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) When 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. On 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 months' 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:

	£	s.	d.
<i>Registered engineers</i> .....	100	0	0
AMTPI with B.Arch. or Survey Registration .....	100	0	0
B.E., Reg. Surveyor, B.Arch., or AMTPI M.A. and M.Sc. ....	60	0	0
Dip.Arch., ANZLA or N.Z. Certificate in Engineering B.A. and B.Sc. ....	40	0	0
NZLA Certificate .....	20	0	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) City inspector—	
First year .....	1,430
Second year .....	1,480
Third year and thereafter .....	1,530
(ii) Senior health inspector—	
First year .....	1,250
Second year and thereafter .....	1,300
(iii) Health inspectors—	
First year .....	1,200
Second year and thereafter .....	1,250

NOTE—Appointment to these positions is conditional on appointees being holders of recognised qualifications in sanitary science.

	Per Annum
	£
(iv) Building inspector—	
First year .....	1,060
Second year .....	1,090
Third year and thereafter .....	1,120
(v) Assistant building inspectors—	
First year .....	910
Second year .....	940
Third year .....	965
Fourth year .....	990
Fifth year and thereafter .....	1,025
(vi) Drainage and plumbing inspector—	
First year .....	1,030
Second year .....	1,060
Third year and thereafter .....	1,090
(vii) Assistant drainage and plumbing inspectors—	
First year .....	910
Second year .....	940
Third year .....	965
Fourth year .....	990
Fifth year and thereafter .....	1,025
(viii) Water works inspector .....	1,060
(f) (i) Deputy librarian—	
First year .....	960
Second year and thereafter .....	1,010
Appointment shall be conditional on applicant holding N.Z.L.S. Certificate or equivalent.	
(ii) Reference assistant cataloguer .....	790
Appointment shall be conditional on applicant holding N.Z.L.A. Certificate or equivalent.	
(iii) Children's librarian .....	755
(g) (i) Baths attendant, male .....	880
(ii) Senior female attendant .....	620
(iii) Junior female attendants—	
First year .....	330
Second year .....	370
Third year .....	425
Fourth year .....	470
Fifth year and thereafter .....	525
Holders of Instructor's Certificate of the New Zealand Royal Life Saving Society shall be paid an additional £30 per annum.	
(h) Gas Department—	
(i) Works superintendent—	
First year .....	1,130
Second year .....	1,180
Third year and thereafter .....	1,235
(ii) Gas distribution officer .....	1,130
(iii) Salesman .....	Separate agreement
(iv) Storeman .....	890
(v) Works foreman .....	1,080
(i) Electricity Department—	
(i) Superintendent—Main sub station .....	1,175
(ii) Deputy superintendent—Main sub station .....	1,005
(iii) Distribution overseer .....	1,105

	Per Annum £
(j) Overseers—	
(i) Works maintenance overseer	1,235
(ii) Plant overseer	1,235
(iii) Streetworks construction overseer	1,235
(iv) Water overseer	1,235
(k) Foremen—	
(i) Water reticulation foreman	1,070
(ii) Watermain laying foreman	1,070
(iii) Water supply foreman—	
First year	1,020
Second year and thereafter	1,070
(iv) Drainage maintenance foreman	1,070
(v) Drain laying foreman	1,070
(l) Airport overseer—	
First year	1,020
Second year and thereafter	1,070
(m) Bus supervisors	1,125
(n) (i) Storekeeper, Works Department	890
(ii) Assistant storekeeper	850
(o) (i) Deputy chief traffic officer	1,030
(ii) Traffic officers—	
First year	815
Second year	855
Third year	880
Fourth year	920
Fifth year	955
Sixth year and thereafter	980
*Merit Grade	1,010

\*Promotion to this grade will be on the recommendation of the chief traffic officer and the approval of the council.

The salaries of traffic officers 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 £
(p) Assistant director of parks and reserves	1,170
(q) Inspector of nuisances and bylaws	925
(r) Instrument technician	1,011
(s) Location officer—	
First year	960
Second year and thereafter	1,010
(t) Sexton	940
(u) Ladies' attendants	535
(v) Females – including library assistants—	
First year	330
Second year	375
Third year	430 (a)
Fourth year	495 (b)
Fifth year	550 (c)
Sixth year	620
Seventh year	675
Eighth year and thereafter	725

(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 clauses (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 employee's 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.

#### *Service Bonus*

8. Any person covered by the provisions of this agreement shall be paid by way of service bonus the sum of 5s. per week after the completion of five years' service with the council and 10s. per week after the completion of 10 years' service with the council.

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.

#### *Overtime*

9. (a) This clause shall not apply to traffic officers nor shall it apply to those officers whose rates of basic salary exceed £895 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*

10. 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*

11. 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*

12. (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 these 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.

(f) The sexton shall be provided with a new morning coat once every 12 months, such coat to remain the property of the council.

#### *Expenses*

13. 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*

14. (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 Works—*

15. (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 months' continuous service, traffic officers shall be entitled to three weeks' 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 sub-clauses (a) to (c) of clause 12 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, 8, 11, 12, 13, 14, and 16 to 21 inclusive being applicable shall apply to traffic officers.



*Under-rate Workers*

16. (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 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 workers by the secretary of the union requiring him to have his wage again fixed in the 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 periods 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 – Unqualified Preference Clause*

17. (a) Any adult person engaged or employed in any position or employment subject to this agreement by the council shall, if he is not already a member of this union, become a member of this 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 this union 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 this 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 this union, and every worker who fails to remain a member of this union in accordance with sub-clause (b) hereof commits a breach of this agreement.

(d) The council commits a breach of this agreement if it continues to employ any worker to whom sub-clauses (a) and (b) apply, after having been notified by any officer or authorised representative of this union that the worker has been requested to become a member of this union and has failed to do so, or that the worker having become a member of this 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 but does not include a person who holds a current certificate of exemption from union membership issued under the Industrial Conciliation and Arbitration Act 1954.

*Right of Entry Upon Premises*

18. 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*

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 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 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.

*Rates of Remuneration – Increase in Rates of Remuneration*

20. The rates of remuneration determined by this agreement shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953, and dated 4 July 1962.

(EXPLANATORY NOTE—The general order of the 4th day of July 1962, which took effect on the 26th day of 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 any other emolument, whether in one sum or several sums, and also includes travelling expenses.)

*Term of Agreement*

21. This agreement shall be deemed to have come into force on the 1st day of October 1962, and shall continue in force until the 30th day of September 1964.

The seal of the Invercargill City Council Officers' (Other than Clerical) Industrial Union of Workers was hereto affixed in our presence this 18th day of March 1963.

[L.S.]

GEO R. GADD, President.  
COLIN A. GRAY, Secretary.

The Common Seal of Mayor, Councillors and Citizens of the City of Invercargill was hereunto affixed in our presence this 28th day of March 1963.

[L.S.]

N. L. WATSON, Mayor.  
L. A. BEST, Town Clerk.