

DUNEDIN CITY COUNCIL MOANA POOL EMPLOYEES—INDUSTRIAL  
AGREEMENT

THIS industrial agreement made pursuant to the Industrial Conciliation and Arbitration Act 1954, this 15th day of December 1964, between the Dunedin City Council (hereinafter called "the employer") of the one part and the Dunedin Municipal Clerical and Other Employees 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 Agreement Applies*

1. This agreement shall apply to the Dunedin City Corporation Moana Pool employees except male and female cleaners.

*Hours of Work*

2. The ordinary hours of work shall not exceed 40 per week to be worked on five days per week between Monday and Saturday inclusive, in accordance with a roster to be prepared for each position by the departmental head of the City Engineer's Department, under whose control all members governed by this agreement will work.

*Salaries*

3. (a) The following shall be the minimum salaries payable for the specified positions:

	£	£	£
Superintendent .....	1,520	1,550	.....
Senior poolside attendant .....	1,250	1,265	1,280
Poolside attendants (male) .....	1,150	1,165	1,180
Poolside assistants (female) .....	1,100	1,115	1,130
Plant supervisor .....	1,150	1,165	1,180

An allowance of £150 per annum shall be paid to the superintendent in lieu of payment for overtime worked.

Promotion to the second and third steps in the scale applicable shall be made at the sole discretion of the council only on the recommendation of the head of the department.

(b) Female staff employed as office assistants will be paid in accordance with the following grading scale:

Grade A:							
Division	1	2	3	4	5	6	7
Salary	£385	£450	£505	£575	£645	£680	£715
Grade B:							
Division	1	2	3	4	5		
Salary	£750	£775	£805	£835	£860		

(c) The commencing rates for female office assistants shall be as set out hereunder unless otherwise provided:

Three completed years' secondary education	.....	.....	.....	A 2
Junior Government Shorthand-Typists' Examination	.....	.....	.....	A 3
Chamber of Commerce Examination	.....	.....	.....	A 3
School Certificate	.....	.....	.....	A 3
Senior Government Shorthand-Typists' Examination	.....	.....	.....	A 4
University Entrance	.....	.....	.....	A 4

Any of the above qualifications obtained at an examination held subsequent to the commencement of service under this agreement shall entitle the holder to an additional increment to the step she would have occupied had she held the qualification on appointment.

(d) All female staff appointed as office assistants shall commence at the step in Grade A or B as shall be appropriate having regard to age, qualifications and experience and shall, if appointed in Grade A, advance to Grade B only at the discretion of the council on recommendation of the head of the department if special aptitude is shown or if engaged upon work involving special skill or training.

(e) All employees in Grade A may, after serving three months, be regraded on recommendation of the departmental head in accordance with the skill or aptitude shown.

(f) All appointments or promotions above Grade A shall be personal to the employee concerned and the maximum for such employee shall be at any step in the scale.

(g) 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.

(h) *Exclusion of Court Order:* The general order of the Court of Arbitration dated 19 August 1964, which increased rates of remuneration determined by awards and industrial agreements by an amount equal to 6% thereof shall not apply to this agreement.

4. Notwithstanding anything contained in this agreement, the employer shall have the right to alter the title designation or duties of any position to abolish any position provided for in this agreement, to create new positions and generally to reorganise its undertaking, provided that no worker covered by this agreement shall have his salary reduced as a result of such alterations being given effect to by the employer.

#### Overtime

5. (a) Overtime shall be calculated on a daily basis, and all time worked outside of the hours prescribed in clause 2 hereof shall be overtime and shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

(b) No overtime shall be worked by any employee without the approval of the head of the department in which the employee is employed or his representative.

(c) All work done on Sundays shall be paid for at double ordinary rates.

(d) The provisions of this clause shall not apply to the pool superintendent.

(e) The employer shall pay 5s. 6d. as meal money to each worker 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 he will be required to work overtime if he can reasonably return to his home for a meal within the interval allowed.

#### *Holidays*

6. (a) Except as provided in sub-clause (b) 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 in lieu thereof by mutual agreement, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day. In the event of a holiday, 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.

(b) When a worker is called upon to perform work on any of the holidays specified in subclause (a) of this clause, he shall be paid ordinary time rates for such day as a holiday and in addition double time rates for actual time worked. Any work performed on the days specified shall be approved by the head of the department in advance where practicable.

(c) Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944.

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

(e) Every employee desiring to take any part of his annual leave shall make application in writing for same at least 14 days before the leave is desired.

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

(g) Should an employee leave before completing a full year of service he shall be paid a sum equivalent to the salary he would receive for the holidays provided in sub-clauses (c) or (f) hereof proportionate to the time served.

(h) Should any of the holidays prescribed in sub-clause (d) hereof, except Anzac Day, fall on a worker's ordinary day off he shall be allowed the holiday at the earliest convenient date, or shall be allowed an ordinary day's pay in lieu thereof.

#### *Sick Leave*

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

#### *Payment of Salaries*

8. 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 salary shall be divided by 26 and for the purpose of fixing the hourly rate the fortnightly salary shall be divided by 80.

#### *Application*

9. No person in the employment of the employer who at the date of this agreement is in receipt of a higher lawful rate of pay or other remuneration or more holidays or whose hours of duties are less than herein provided or who has been carrying out the duties covered by this agreement for a period of 12 months or over prior to the date of this agreement shall have his or her pay, remuneration, or holidays reduced or hours increased or suffer any reduction in status on account of this agreement.

### *Terms of Employment*

10.(a) Vacant positions shall be filled where practicable by promotions of employees already on the staff of the employer; provided that the decision of the employer as to the fitness or otherwise of any employee for promotion shall be final.

(b) In the absence of special written agreement between the employer and any employee, one month's notice of resignation or dismissal shall be given.

### *Higher Grade Duties*

11. Any employee, who is appointed to carry out the whole of the duties of any appointment provided for in this agreement during the temporary absence for any cause except annual leave of the holder of that appointment shall be paid at the rate for the commencing salary for such appointment provided that he carries out such duties for a period of four weeks continuously. For the purposes of this clause the commencing salary for any appointment shall be the second scale step below the maximum salary for that appointment.

### *Clothing*

12. Every employee who is required to wear a uniform when on duty shall be provided with such uniform at the expense of the employer. The employees concerned shall keep the uniform clean and in good order at his own expense.

### *Rest Periods*

13. An interval not exceeding 10 minutes shall be allowed in the morning for refreshments, and a break of 10 minutes allowed in the afternoon. No employee shall leave the building at these breaks without the permission of the head of the department or his representative.

### *Travelling Time*

14. The employer shall arrange transport for any worker required to commence work before the normal starting time of public transport.

### *Complaints*

15. An officer called upon to answer any charge arising out of a complaint against him shall be entitled to have the assistance of the secretary or other officer of the union appointed in that behalf at the inquiry, and he/she shall be entitled to call evidence.

### *Part Time Employment*

16. Rates of remuneration or wages for part-time employees whose services do not necessitate his or her employment for substantially the number of hours specified in clause 2 hereof shall be decided by negotiations between the president and secretary of the union and the employer.

### *Matters Not Provided For*

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

*Right of Entry*

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 employer for the purposes of interviewing any employee in connection with the operation of this agreement, but not so as to interfere unreasonably with the employer's business.

*Workers to be Members of Union*

19. (a) Any adult person engaged or employed in any position or employment subject to this industrial agreement by any employer bound by this industrial agreement shall, if he is not already a member of a union of workers bound by this industrial 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 industrial agreement so long as he continues in any position or employment subject to this industrial 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 industrial agreement.

(d) Every employer bound by this industrial agreement commits a breach of this industrial agreement if he continues to employ any worker to whom sub-clauses (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 rates of wages prescribed for adult workers by this industrial agreement.

*Term of Agreement*

20. This agreement shall be deemed to have come into force on the 1st day of October 1964 and shall continue in force until the 30th day of September 1966.

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.

**NEW ZEALAND PAINTING AND DECORATING INDUSTRY—APPLICATION FOR AMENDMENT OF APPRENTICESHIP ORDER**

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Apprentices Act 1948; and in the matter of an application by the Auckland and Whangarei Painting and Decorating Trades Local Apprenticeship Committee for amendment of the New Zealand Painting and Decorating Industry apprenticeship order, dated the 8th day of March 1961, and recorded in 61 Book of Awards 179.

**JUDGMENT OF THE COURT DELIVERED BY BLAIR, J.**

This was an application by the Auckland and Whangarei Painting and Decorating Trades Local Apprenticeship Committee for amendment to the New Zealand Painting and Decorating Apprenticeship Order dated 8 March 1961. After hearing

a summary of the position from Mr Thornton, the Chairman of the New Zealand Painting and Decorating Apprenticeship Committee, the application was presented by Mr Sheehan on behalf of the Committee and it was supported by Mr Waite on behalf of the Auckland Master Painters, Decorators, and Signwriters Industrial Union of Employers, and by Mr Hagan, Secretary of the Auckland Painters and Decorators, Glaziers and Signwriters Industrial Union of Workers. The application was opposed by Mr Harris (New Zealand Federated Master Painters, Decorators, and Signwriters Industrial Association of Employers), and by Mr Adams, Secretary of the Wellington Amalgamated Society of Painters, Decorators, Display and Poster Artists Industrial Union of Workers.

The main amendment sought was that the apprenticeship period should be reduced to 6,000 hours in the locality in which the Auckland and Whangarei Local Apprenticeship Committee operates. In view of the decision we have come to we do not think we should discuss the merits of this proposal at this juncture. It is sufficient to say that the arguments advanced are worthy of close study. However, the Court is of opinion that the present application should be refused for the following reasons. First we would point out that except in the case of "special provisions", section 15 of the Apprentices Act 1948 prohibits the making of apprenticeship orders in respect only of a specified locality. Section 15 reads as follows:

The Court shall not make any apprenticeship order in respect only of a specified locality, but shall make apprenticeship orders in respect of each industry or branch thereof for the whole of New Zealand:

Provided that nothing in this section shall be deemed to prohibit the Court from making in any apprenticeship order special provisions which do not relate to the whole of New Zealand, or from amending any apprenticeship order in force on the commencement of this Act.

The general purpose of the section and proviso is clear enough. It is to ensure that apprenticeship orders shall have a Dominion coverage and to provide for general uniformity throughout New Zealand. It is true that the proviso allows the insertion of "special provisions" which do not relate to the whole of New Zealand. However, this proviso is clearly limited in its scope. If it were used for the purpose of creating major differences between apprenticeship orders in different parts of New Zealand then the general purpose of uniformity would be nullified. The proviso is to enable special provisions to be made to meet particular circumstances but not to the extent of creating fundamental differences. It is perfectly clear that if the order sought was made there would at once be a major difference between the status of apprentices in this industry in the Auckland/Whangarei area and the rest of New Zealand. It is also clear that there would be wide repercussions.

In view of the legislative provisions, we doubt whether we have the power to make the amendment sought. Assuming, however, that we have such power we do not think that in the particular circumstances of this case we should exercise it in favour of the applicants in view of the general tenor of the Act and also because of the substantial opposition to the application. Another reason which influences us in coming to this decision is that in the New Year a Commission will be sitting to inquire into, report on and make recommendations in respect of the existing law and practice relating to the training of apprentices. The term of apprenticeship contracts is obviously a matter which must fall within the scope of the inquiry and the Commission will be in the position to consider all facets of the problem and, if thought desirable, make recommendations for legislative action. We understand that the report of the Commission might well be completed in about six months' time so no serious time lag is likely to be involved. Accordingly we must decline to make the amendment sought.

Dated this 9th day of December 1964.

A. P. BLAIR, Judge.