

DUNEDIN CITY CORPORATION AND DUNEDIN DRAINAGE AND SEWERAGE BOARD CLERICAL AND OTHER EMPLOYEES—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 18th day of December 1964, between the Dunedin City Corporation and the Dunedin Drainage and Sewerage Board (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 all clerical workers not otherwise provided for and to such other employees of the Dunedin City Corporation and the Dunedin Drainage and Sewerage Board who are specifically mentioned herein, provided that it may be extended to cover additional employees by agreement between the employer and the union.

Hours of Work

2. (a) Unless otherwise provided herein, the ordinary hours of work shall not exceed 40 per week, to be worked on five days of the week, Monday to Friday, both days inclusive.

(b) Any employee working in an office which regularly works less than 40 hours per week may be employed for not more than the hours specified in sub-clause (a) hereof without the payment of overtime should the additional hours be necessary in the opinion of the departmental head to meet the needs of the public or to fit in with the hours of work in any other section of the service; provided that all clerical employees, other than storemen-clerks, required to work regularly beyond 37½ hours per week under this sub-clause, shall be paid for time worked over 37½ hours per week at half ordinary rates of pay in addition to their normal weekly pay.

(c) It shall be competent for the corporation to arrange for shift work or rostered duty for employees engaged in the machine section of the City Treasury provided that the ordinary hours shall not exceed 40 per week worked on five days between Monday and Friday inclusive. All Sunday duty shall be in addition to the 40 hours and shall be paid for at overtime rates.

(d) The employer shall be permitted to employ on a roster system not more than one-third of the meter reading staff on an afternoon shift to be worked between noon and 9 p.m. from Monday to Friday inclusive, provided that each shift shall not exceed 7½ hours per day, including a break of not less than one hour for a meal.

(e) Casual clerical labour may be employed in the Transport Department for not more than eight hours daily on any day of the week Monday to Sunday or a total of 40 hours weekly at an hourly rate based on Grade I, Division 9, of the scale provided for in clause 4 hereof.

Salaries

3. (a) For the purpose of this clause "service" shall mean service with the Dunedin City Corporation and/or the Dunedin Drainage and Sewerage Board.

Provided that in the case of clerical employees entering the service and appointed to a position in Grade I or II, after the commencement of this agreement, previous service of a similar character in another local authority or commercial house shall count as service. The position of employees in Grades I or II shall not indicate seniority in the service.

(b) All employees entering the service after the commencement of this agreement shall, if they enter the service during the months of April to December (both months inclusive) receive their first annual increment as from the first day of the first month of April following the month in which they enter the service and shall, if they enter the service between January and March (both months inclusive) receive their first annual increment from the first day of the second month of April following that month in which they enter the service. All future increments to which they become entitled shall take effect from the first day of April next following.

4. The grading scale of male employees shall be:

Grade	Divisions										
	1	2	3	4	5	6	7	8	9	10	11
I	385	450	505	575	645	715	770	825	880	935	985
II	1,030	1,060									
III	1,100	1,125									
IV	1,150	1,180									
V	1,205	1,230									
VI	1,275	1,305									
VII	1,355	1,390									
VIII	1,435	1,475									
IX	1,520	1,550									
X	1,610	1,660									

5. (a) The commencing rates for male employees shall be as set out hereunder unless otherwise provided: for juniors:

Three completed years' secondary education	.....	.....	I 2
School Certificate	.....	.....	I 3
University Entrance	.....	.....	I 5

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 he would have occupied had he held the qualification on appointment.

(b) Positions not graded or provided for in the preceding subclause (a) commence in Grade I at a step to be fixed having regard to age, qualifications and experience. Employees so graded shall proceed by annual increments to the top of Grade I provided that the grading for an appointee with not less than four years' experience may be revised by the council at its sole discretion upon recommendation of the head of the department after he has been employed under this agreement for not less than six months.

(c) The commencing rate for appointees to positions graded at or below Grade II Division 2 shall be fixed as above and may be reviewed in like manner but the maximum in such cases shall be as stated in the agreement.

(d) The council may at its sole discretion and only on the recommendation of the departmental head, which recommendation shall be given only for officers having ability above average who show particular diligence in their work, advance any officer from the maximum for his position in Grade I or Grade II by £15 per annum.

(e) The commencing rate for positions in Grade III and above shall be two steps in the scale below the first division in the grade for the position and the limit of automatic promotion for each position shall be the first division in the grade applicable to that position.

(f) For positions graded above Grade II promotion to the second step in the grade applicable to each position shall be made at the sole discretion of the council only on the recommendation of the departmental head which recommendation shall be given only for officers having ability above average who show particular diligence in their work.

6. The maximum salaries payable to male employees shall be as set out hereunder:

(a) *City Works, Water, Drainage Works:*

Grade I, Division 11:

Storeman clerk, Colston Street Yard.

Storeman clerk, Dean Street Yard.

Chainmen.

All unclassified positions.

Grade II, Division 2:

General clerks on recommendation.

Storemen clerks - Ward Street Yard.

Water Department Yard.

Drainage Board Yard.

Grade III:

Third clerk:

Grade IV:

Second clerk.

Grade VI:

Senior clerk.

Grade X:

Administration officer.

(b) *Electricity:*

Grade I, Division 9:

Messenger.

Grade I, Division 11:

All unclassified positions.

Grade II, Division 2:

General clerks on recommendation.

Clerk, Waipori Falls.

Grade III:

Statistics clerk.

Stock control clerk.

Costing clerk.

Staff clerk.

Reticulation clerk.

Consumers' records clerk.

Grade IV:

Stores auditor.

Grade V:

Senior clerk.

Grade VI:

Planning assistant.

O. and M. assistant.

Grade VIII:

Chief clerk.

(c) *Transport:*

Grade I, Division 9:

Casual clerks.

Grade I, Division 11:

All unclassified positions.

Grade II, Division 2:

General clerks on recommendation.

Grade III:

Transport clerk - Revenue.

Transport clerk - Traffic.

Transport clerk - Engineering.

(NOTE: The three positions are interchangeable.)

Grade VI:

Second schedules clerk.

Grade VII:

First schedules clerk.

Senior transport clerk.

(d) *Treasury:*

Grade I, Division 9:

Messengers (Accounts delivery, etc.).

Grade I, Division 11:

Meter readers.

All unclassified positions.

Grade II, Division 2:

General clerks on recommendation.

Final accounts meter readers.

Grade III:

Clerk - Water.

Assistant cashier.

Clerk rents and sundry debtors.

Machine room assistant.

Grade IV:

Chief meter reader.

Clerk - pay and superannuation.

Senior prebilling clerk.

Senior clerk, Inquiry Office.

Arrears officer.

Grade VI:

Paymaster.

Grade VII:

Chief clerk - Drainage.

Chief clerk - Trading.

Chief clerk - Municipal.

Cashier.

Rates and roll clerk.

Grade IX:

Purchasing officer.

Accountant - Transport.

Accountant - Trading.

Grade X:

Machine supervisor.

Chief accountant.

(e) *Town Clerk's Department:*

Grade I, Division 9:

Messenger.

Testing station warrant clerk.

Grade I, Division 10:

Mayor's orderly.

Grade I, Division 11:

Abattoir weight clerk.

All unclassified positions.

Grade II, Division 2:

General clerks on recommendation.

Grade III:

Insurance clerk.

Grade IV:

Records clerk.

Grade VIII:

Committee clerks.

Custodian.

Grade IX:

Senior committee clerk.

(f) *Gasworks:*

Grade I, Division 11:

Weighbridge clerk.

All unclassified positions.

Grade II, Division 2:

General clerks on recommendation.

Grade III:

Second clerk.

Grade V:

Chief clerk.

7. (a) The grading scale for female employees shall be:

Grade	Divisions						
	1	2	3	4	5	6	7
A	385	450	505	575	645	680	715
B	750	775	805	835	860		
C	885	915	945	975			
D	1,005	1,045	1,075				

(b) The commencing rates for female employees shall be as set out hereunder unless otherwise provided: for juniors:

Three completed years' secondary education .....	.....	A 2
Junior Government Shorthand-typists' Examination .....	.....	A 4
Chamber of Commerce Examination .....	.....	A 3
School Certificate .....	.....	A 3
Senior Government Shorthand-typists' Examination .....	.....	A 5
University Entrance .....	.....	A 5

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.

(c) All female staff 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.

(d) 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.

(e) 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.

(f) Employees who are permanently engaged for a minimum of 33½ per cent of their time operating a Burroughs book-keeping machine shall be paid an additional annual allowance of £29 per annum. An allowance up to £29 per annum may be paid at the discretion of the employer to an employee in any grade who shows particular ability in the operation of punched card machinery.

8. 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 re-organise 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.

9. It shall be competent for any departmental head to recommend any employee who has not reached his maximum salary for an over-grade payment not exceeding £25 per annum at any time if, in the opinion of such departmental head, special recognition by the council is justified. The granting of such an overgrade payment shall be at the discretion of the council absolutely.

10. Employees holding the qualifications set out hereunder shall be paid the amount set out opposite such qualification in addition to the scale rate for the position held, provided that in the opinion of the employer they are engaged upon duties where such qualifications will give increased efficiency and provided that not more than £25 per annum will be paid to the holder of any two qualifications and not more than £30 per annum to the holder of more than two such qualifications.

				Per Annum		
				£	s.	d.
A.R.A.N.Z.	.....	.....	.....	17	5	0
A.C.I.S.	.....	.....	.....	15	0	0
A.I.A.O.	.....	.....	.....	11	10	0
B.Com.	.....	.....	.....	10	0	0

Every employee sitting the above examinations shall be paid a bonus of £5 5s. on each subject in which he secures a pass.

11. 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. Where the maximum for a position is in Grades I or II, service shall count from the date the employee reaches this maximum, but where the position is graded above Grade II then service for the purposes of this subclause shall count from the date the employee reaches the first step in the grade in which the position is classified.

Overtime

12. (a) Overtime shall be calculated on a daily basis and all time worked outside the normal hours of work on Mondays to Fridays inclusive and all time worked on Saturdays except as part of rostered shifts arranged under clause 2 (c) hereof shall be paid at time and a half for the first two hours and double time thereafter. All time worked on Sundays shall be paid for at double ordinary rates within the limits set out in this subclause. This provision shall not apply to the Town Hall custodian, to members of the Town Clerk's staff whilst attending evening meetings or to the Mayor's orderly insofar as his ordinary duties are concerned.

(b) Any employee other than an employee working on afternoon shift under clause 2 (d) hereof may be required to work for half-an-hour on any day either before the normal time for starting work or after the normal time for ceasing work without the payment of overtime, provided that he is not required to work more than eight hours per day, without payment of overtime.

(c) In lieu of the payment of overtime to cover the ordinary work of the Mayor's orderly which may require to be performed outside the clock hours of 8 a.m. to 5 p.m. an allowance of £48 per annum shall be paid.

(d) In addition to the provision for overtime work made in the salary gradings of the records clerk, custodian and committee clerks in the Town Clerk's Department, the records clerk shall receive a special allowance of £27 per annum, the custodian £75 per annum and the committee clerks a special allowance of £53 per annum on account of ordinary duties which have to be performed outside the normal hours of work.

(e) No overtime for which overtime rates are payable shall be worked by any employee without the approval of the head of the department in which the employee is employed.

(f) 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

13. (a) Except as provided in subclause (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 any employee is required to be on duty on any holiday or portion of a holiday above prescribed, he shall be allowed time off duty at the rate of two hours for each hour worked with the minimum of four hours. Such time off shall be taken at a later date to be agreed upon by the employer or the head of the department concerned and such time off shall not be deducted from the annual recreational leave. In lieu of allowing time off as herein provided, an employee may be paid in cash for any time off to which he is entitled, and any decision to make such payment shall be made by the head of the department after conferring with the employee concerned.

(c) Annual holidays shall be allowed 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 or with the Dunedin Drainage and Sewerage Board or a total of 10 continuous years in the service of both bodies shall be allowed an additional week's annual leave on full pay.

Exclusion of Court Order

14. 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 per cent thereof shall not apply to this agreement.

Clothing

15. (a) Any employee required by the employer to wear a uniform while on duty shall be provided with same at the expense of the employer.

(b) Workers, other than meter readers, whose duties necessitate their working outside shall be provided with raincoats, leggings and goloshes as necessary.

(c) An allowance of £10 per annum shall be paid to meter readers who are to provide therefrom their own waterproof and other clothing and goloshes to the extent they consider necessary and to the satisfaction of the City Treasurer.

(d) The employer shall provide dust coats for male workers and smocks for female workers at the City Gasworks, Andersons Bay Road.

Rest Periods

16. 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.

Expenses

17. (a) All authorised out-of-pocket expenses incurred by any employee in the execution of his duties shall be paid by the employer.

(b) When an employee is required to be on duty before or after ordinary public means of conveyance are available, he shall either be supplied with transport or have his fares paid by the employer to enable him to proceed to and from his home.

(c) An allowance of £53 per annum to cover travelling expenses and £32 per annum to cover meals and sundries, shall be paid to meter readers in cash in lieu of any allowance provided for in subclause (a) hereof, provided that should the employer elect to provide transport to or from the area in which meters are being read, the amount of the travelling expenses shall be adjusted by mutual agreement and provided further that in the case of permanent country meter readers the allowance shall be £53 per annum. This subclause shall not apply to the complaints meter reader or to the final accounts meter readers.

Higher Grade Duties

18. 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 automatic salary for that appointment.

Payment of Salaries

19. 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 twenty-six and for the purposes of fixing the hourly rate the fortnightly salary shall be divided by seventy-five.

Application

20. 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

21. (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, except in the case of casual and temporary clerks when the notice shall be one week. Provided that in the case of wilful misconduct, dishonesty, or serious dereliction of duty, the employer shall pay to the worker an amount equal to the amount such worker would have earned had the full notice been given. Such payment shall be additional to any holiday pay due for services rendered.

(c) Temporary clerks in the Transport Department appointed under clause 2 (e) hereof may be given one hour's notice.

Part-time Employment

22. 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

23. 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

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

(b) The employer shall upon request by the secretary of the union, but not more frequently than once per annum, furnish him with a list of employees covered by this agreement.

Workers to be Members of Union

25. (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 subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, 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 subclause (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 subclauses (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.

Complaints

26. 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.

Sick Leave

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

Term of Agreement

28. This agreement, insofar as it relates to salaries, shall be deemed to have come into force on the 1st day of October 1964, and insofar as the other terms and conditions are concerned it shall come into force on the day of the date hereof, 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.

Signed on behalf of the Dunedin Drainage and Sewerage Board as employer:

J. C. LUCAS, Secretary.