

DUNEDIN CITY COUNCIL MOANA POOL EMPLOYEES—
INDUSTRIAL AGREEMENT

This Industrial Agreement made pursuant to the Industrial Conciliation and Arbitration Act, 1954, this twenty second day of April 1971, 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—

	1st Year \$	2nd Year \$	3rd Year \$
Superintendent	4590	4758	
Senior Poolside Attendant	3614	3706	3837
Poolside Attendants (male)	3309	3402	3535
Poolside Attendants (female)	3164	3255	3375
Plant Supervisor	3309	3402	3535
Assistant Plant Supervisor	3164	3255	3375
Maintenance Assistant	2457		

An allowance of \$440 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
	\$	\$	\$	\$	\$	\$	\$
	1304	1385	1527	1739	1947	2050	2140

Grade B:

	1	2	3	4	5
	\$	\$	\$	\$	\$
	2281	2348	2450	2530	2590

(c) The commencing rates for female Office Assistants shall be as set out hereunder unless otherwise provided—

Three completed years' secondary education	A2
Chamber of Commerce Examination	A3
School Certificate	A3
Junior Government Shorthand-Typists' Examination	A4
Senior Government Shorthand-Typists' Examination	A5
University Entrance	A5

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 all 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 ten years at its maximum rate shall receive a service increment of \$40 per annum and after a further five years in the same position shall receive a second service increment of \$40 per annum.

(h) Relationship with State Services: As the rates of remuneration determined by this agreement are based on rates applying to the State Services as at this date, these rates of remuneration are to be amended from time to time in the same manner as rates payable in the State Services are amended in accordance with Section 24 of the State Service Remuneration and Conditions of Employment Act, 1970, and any general wage increase awarded by the Court of Arbitration will not be deemed to apply to the rates of remuneration specified in this industrial 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 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.

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 70c 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

twenty-four 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.

(f) If the Plant Supervisor or the Assistant Plant Supervisor are called from their homes to work outside the ordinary working hours they shall be paid a minimum of two hours' pay at the appropriate rate. The time occupied in travelling from and returning to their homes shall be included in all calculations.

HOLIDAYS

6. (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, Anzac Day, 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: All employees covered by this agreement shall, after twelve months' service be entitled to three weeks' annual leave on full pay exclusive of any of the holidays as prescribed in clause (a) hereof.

(d) At least fourteen 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 fourteen days before the leave is desired.

(f) 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 subclause (c) hereof proportionate to the time served.

(g) Should any of the holidays prescribed in subclause (a) 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 twenty-six and for the purpose of fixing the hourly rate the fortnightly salary shall be divided by eighty.

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 twelve 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 carried 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.

GENERAL

13. Any worker employed cleaning boilers will be paid at the rate of 35 cents extra per day or portion of a day dirt money.

REST PERIODS

14. An interval not exceeding ten minutes shall be allowed in the morning for refreshments, and a break of ten 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

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

COMPLAINTS

16. 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

17. 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

18. 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 fourteen days after such decision shall have been communicated to the party desiring to appeal.

RIGHT OF ENTRY

19. 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 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

20. (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 subclause (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 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 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 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 rates of wages prescribed for adult workers by this industrial agreement.

TERM OF AGREEMENT

21. The Agreement insofar as it relates to salaries shall be deemed to come into force on the first day of October 1970 and insofar as other terms and conditions are concerned, shall be deemed to have come into force on the 24th February 1971 and shall continue in force until the 31st March 1972.

Signed on behalf of the Dunedin Municipal Clerical and Other Employees (Other than Inspectors) Industrial Union of Workers—

G. S. Scoones, Secretary.

Signed on behalf of the Dunedin City Council as employer—

D. M. Shirley, Town Clerk.