

**DUNEDIN CITY CORPORATION LIBRARIANS AND  
THEIR ASSISTANTS – INDUSTRIAL AGREEMENT**

This industrial agreement made pursuant to the Industrial Conciliation and Arbitration Act 1954, this 12th day of July, 1973, between the Dunedin City Corporation (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 "union") of the other part witnesseth that it is hereby mutually agreed between the employer and the union as follows:

**SCHEDULE**

**WORKERS TO WHOM THE AGREEMENT APPLIES**

1. This agreement shall apply to workers employed in the Dunedin Public Library.

**HOURS OF WORK**

2. The hours of work shall not exceed 40 per week and shall be worked according to a roster to be drawn up by the City Librarian in a fair and equitable manner having due regard to the exigencies of the service.

**SALARIES**

3. (a) The grading scale for workers employed under this agreement shall be:

Division	Grade						
	VI	V	IV	III	II	I	Special
1.	1416	3443	4266	4666	5064	5660	6061
2.	1656	3748	4467	4864	5263		6474
3.	1851	3919					6907
3A.	1905						
4.	2144	4068					7339
5.	2386						
6.	2659						
7.	2916						
8.	3169						

(b) The commencing rates for the positions under this agreement together with qualification bars and maximum salaries for each shall be set out in this subclause, it being the rule that each worker shall proceed from the starting point on the grading scale to the maximum by annual increments as shown on the scale and that each such increment shall be payable from 1st April in each year unless the worker has less than three months service completed before the 1st April in which event the increment shall be deferred until the following 1st April.

	Grade	Division
<b>(i) General and Part-time Assistants:</b>		
Commence – Under 20, unqualified	.. VI	1
School Certificate . .	..	3
Sixth Form Certificate	..	3A
Over 20, unqualified	..	3A
University Entrance	..	4
Maximum for general assistants shall be	.. VI	4

	Grade	Division
Provided that:		
(a) Assistants engaged on typing for more than 50 per cent of their time, and other assistants may be advanced on recommendation to .. .. .	VI	6
(b) Commencing rate for holders of named posts ..	VI	5
advancing to .. .. .	VI	7
and on recommendation may be advanced to ..	VI	8
(c) Irrespective of the number of hours worked in each week a male part-time attendant employed in the evening and on weekends shall be paid at ..	VI	8
(ii) Library Assistants (Including Intermediate Assistants):		
Commence with University Entrance and proceed by annual increments to the maximum without N.Z.L.A. Certificate of .. .. .	VI	4
Commence with N.Z.L.A. Certificate or the successful completion of two years of a full-time degree course ..	VI	8
Commence with N.Z.L.S. Certificate or B.A. or B.Sc. or equivalent degree .. .. .	V	1
Maximum for Library Assistants .. .. .	V	2
		3
(iii) Senior Assistants:		
Commence with N.Z.L.A. Certificate or the successful completion of two years of a full-time degree course ..	V	1
Commence with B.A. or B.Sc. or equivalent degree or Certificate N.Z.L.S. .. .. .	V	2
Commence with Dip. N.Z.L.S. .. .. .	V	3
Maximum without degree or Library qualification ..	V	4
Maximum without Certificate or Diploma of N.Z.L.S. or A.N.Z.L.A. or responsibility for professional staff ..	IV	2
Maximum for other Senior Assistants .. .. .	III	1
(iv) Assistant Librarians (Including Subject Rooms)		
Commence with B.A. and Diploma (or Certificate) N.Z.L.S. .. .. .	V	3
Maximum without degree or library qualification ..	V	4
Commence with M.A. (or B.A. Hons.) and Diploma N.Z.L.S. .. .. .	IV	1
Maximum for Assistant Librarians .. .. .	III	2
(v) Mobile Librarian:		
Commencing rate with B.A. or N.Z.L.A. Certificate ..	V	2
Commencing rate for holders of N.Z.L.A. Certificate or Diploma N.Z.L.S. .. .. .	V	3
Maximum without qualification .. .. .	V	4
Maximum with qualification .. .. .	IV	1
(vi) Posts of Authority (Chief Cataloguer, Head of Children's Services, Head of Adult Services):		
Chief Cataloguer, Head of Children's Services commence at .. .. .	III	1
Head of Adult Services commence at .. .. .	II	1
Maximum for Chief Cataloguer and Head of Children's Services .. .. .	II	2
Maximum for Head of Adult Services .. .. .	Special	1
(vii) Deputy City Librarian		
Commencing rate .. .. .	I	1
Maximum .. .. .	Special	4

(c) 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 \$35 per annum and after a further five years in the same position shall receive a second service increment of \$35 per annum, provided that the period during which any person is held at a bar in the scale under the provisos to subclauses (b) (1), (2), (3) and (4) of this clause shall be counted as service at the maximum for the position. Part-time workers coming within the scope of this clause shall receive a proportionate payment of the increment according to the number of hours worked.

(d) Staff employed as assistants to the Hospital Librarian for more than 50 percent of their time shall be paid at a rate of \$104 per annum over the salary scale applicable to them as above.

(e) Any worker who is normally employed for a minimum of 30 hours per week, who, to make up, but not exceed, his normal weekly hours, is required:

(i) To work after 6 p.m. on any day from Monday to Friday inclusive with a break of more than 1½ hours during the day, or

(ii) To work on a Saturday morning, shall be paid an additional \$0.80 for each evening or Saturday morning so worked.

(f) The hourly rate shall be the annual salary applicable to the position divided by 2,080.

(g) Part-time professional staff shall be paid at professional rates according to their qualifications.

#### HOLIDAYS AND ANNUAL LEAVE

4. (a) Except as otherwise provided for in subclause (c) 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 to be mutually agreed upon in lieu of Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day. Time worked on any of the holidays set out herein shall be paid for at double time rates in addition to the payment for the holiday so worked.

(b) Employees on leave of absence without pay for a period not exceeding two calendar months shall be paid for any of the public holidays referred to in subclause (a) of this clause falling within their period of leave, provided that they have been employed for a period of at least four months in the six months preceding the holiday, and provided further that if they fail to continue in the service for at least four months in the six months immediately following the said holiday then the payment made to them for the holiday shall be deducted from any amount due to them by the employer.

(c) All employees after 12 months' continuous service shall be entitled to three week's recreational leave on full pay exclusive of any of the holidays mentioned in subclause (a) hereof. Should the employment of an employee be terminated for any reason after having served less than 12 months such employee shall be paid a proportionate allowance for holidays. Holidays or holiday pay shall not accrue in respect of any period the employee is on leave without pay provided that this shall not apply to leave without pay granted to full time staff for periods aggregating up to two weeks in any one calendar year.

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

#### CLOTHING

5. Smocks shall be supplied by the employer as required to all staff (other than part-time employees with less than six months' service).

### COMPLAINTS

6. Any employee called upon to answer any charge arising out of a complaint against him or her shall be entitled to have the assistance of the secretary of the union or other person appointed to act in that behalf by the union at any enquiry and shall be entitled to call evidence.

### SICK LEAVE

7. All full time employees shall be allowed sick leave in accordance with the Council's 1944 scheme. All part-time employees shall be allowed sick leave in accordance with the Council's scheme of 12th November, 1956.

### TERMS OF EMPLOYMENT

8. (a) Vacant positions shall be filled, where practicable by promotions of employees already on the staff of the Council: Provided that the decision of the Council as to the fitness of any employee for promotion shall be final.

(b) All appointments, promotions, or transfers shall be, in the first place, for a probationary period of six months.

(c) Salaries for full time employees shall be paid fortnightly.

### WORKERS TO BE MEMBERS OF UNION

9. (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 fourteen days after his or her 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 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.

### MATTERS NOT PROVIDED FOR AND APPEALS

10. Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer and the secretary 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 to the other party and to the Commissioner within 14 days after such decision shall have been communicated to the party desiring to appeal.

### RIGHT OF ENTRY

11. The secretary or other authorised officer of the union shall be entitled to enter at all reasonable time upon the premises of the library for the purpose of interviewing any employee in connection with the employment, but not so as to interfere unreasonably with the Council's business.

### HIGHER-GRADE DUTIES

12. An employee who is hereafter instructed to perform the full duties of a higher grade employee shall, if he or she occupies the higher grade position for more than four weeks continuously, apart from any period on which the person he or she is replacing is on annual leave, be paid from the date upon which he or she commenced the higher grade duty at a rate not less than the minimum salary for such higher grade position.

### RELATIONSHIP WITH STATE SERVICES

13. 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 as a result of orders issued as a result of half-yearly surveys undertaken in accordance with the State Services Remuneration and Conditions of Employment Act 1969, section 24, and any general wage increase awarded by the Court of Arbitration will not be deemed to apply to the rate of remuneration specified in this industrial agreement.

### TERM OF AGREEMENT

14. This agreement shall be deemed to have come into force on the 1st day of August 1972, and shall continue in force until the 31st day of July, 1973.

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

R. T. W. Anderson, President.

Signed on behalf of the Dunedin City Council as employer:

D. M. Shirley, Town Clerk.