

TIMARU BOROUGH COUNCIL **LIBRARY ASSISTANTS.**—  
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 28th day of August, 1939, between the Timaru Borough Council (hereinafter called "the Council" or "the employer"), of the one part, and the Canterbury Local Bodies' Officers (other than Clerical) Industrial Union of Workers (hereinafter called "the union"), of the other part, whereby it is mutually agreed by and between the said parties as set out in the following schedule:—

SCHEDULE.

*Application of Agreement.*

1. (a) This agreement shall apply to the workers employed in the Timaru Public Library controlled by the Timaru Borough Council, such workers shall be classified as Library Assistants.

(b) This agreement shall not apply to the Chief Librarian.

*Conditions of Service.*

2. (a) Employees receiving salaries in excess of that provided by this agreement shall not have their salaries reduced by reason of the coming into operation of this agreement.

(b) No employee shall be discharged as a consequence of this agreement in order that the work may be done at less than the prescribed rates.

(c) The employment of workers covered by this agreement shall be monthly, 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 employee is liable to instant dismissal.

(d) All salaries shall be paid within working-hours, fortnightly, not later than Thursday, or such other time as may be arranged between the Council and the union.

*Hours of Work.*

3. (a) The hours of work shall not exceed forty per week, such hours to be rostered in accordance with the present system.

(b) Changes in rostered hours shall be as agreed between the Council and the union.

*Overtime.*

4. (a) When overtime is required to be worked, reasonable notice shall be given to the employees, and whenever possible the period of notice of overtime shall not be less than five hours.

(b) No overtime for which overtime rates are payable shall be worked by any employee without the approval of the Chief Librarian.

(c) All time worked in excess of the hours specified in clause 3 (a) shall be considered as overtime, and shall be paid for at the rate of time and a half for the first two hours, and thereafter double time, with a minimum of 1s. 6d. per hour.

(d) All time worked on the holidays as set out in clause 6 (a) shall be paid for at double rates in addition to the ordinary salary.

(e) Sunday duties shall be rotated among all assistants, and such duties shall be subject to a payment of 9s. 6d. for each such period worked.

(f) All overtime shall be computed at the end of every month, and shall be paid during the month following.

*Salaries.*

5. *Females.*—The minimum rates of pay shall be:—

	Per Annum. £
Assistant Librarian .. ..	208-220
Under eighteen years of age ..	.. 52
Eighteen years of age and over—	
First year .. ..	.. 78
Second year .. ..	.. 91
Third year .. ..	.. 110
Fourth year .. ..	.. 130
Fifth year .. ..	.. 150
Sixth year .. ..	.. 169
Seventh year and thereafter ..	.. 182

Provided that a worker of twenty-one years of age or upwards shall receive not less than the basic wage for the time being prevailing.

*Holidays and Annual Leave.*

6. (a) The following days shall be observed as holidays and shall not count as part of the annual leave: New Year's Day and the day following, Good Friday to Easter Monday (both days inclusive), Anzac Day, King's Birthday, Labour Day, Show Day, Christmas Day, Boxing Day, and any other day or days usually observed or granted by the Council.

(b) Should Christmas Day or New Year's Day or Anzac Day fall on a Sunday, the holiday shall be observed on the Monday following, and subsequent holidays be moved forward one day.

(c) All employees after twelve months' continuous service with the Council shall be entitled to an annual leave of two consecutive working-weeks on full pay.

(d) At least two weeks' notice of the commencement of annual leave shall be given by the Council to the employee concerned.

(e) Annual leave shall be taken at a time to be mutually agreed upon.

(f) Employees leaving the service of the Council shall be entitled to the proportion of their annual leave for the current year of service: Provided that no proportion shall be allowed to any worker with less than three months' service.

(g) Subclause (f) hereof shall not operate if the termination of service is caused through the employee's dishonesty or insubordination.

*Right of Entry upon Premises.*

7. (a) The secretary or other authorized officer of the union shall be entitled to enter at all reasonable times upon the premises 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.

(b) The Council shall, upon request by the union, supply a list of employees.

*Interpretation.*

8. When any disagreement arises as to the interpretation or working of any clause of this agreement, no proceedings shall be taken by either party in the dispute until the matter has been submitted to a Special Committee consisting of two representatives from each party, and the Conciliation Commissioner shall be Chairman.

*Preference.*

9. From and after the date when this agreement comes into operation, all employees covered by this agreement, and employees subsequently appointed shall become members of the Canterbury Local Bodies' Officers' (other than Clerical) Industrial Union of Workers.

*Under-rate Workers.*

10. Court's usual clause.

*Term of Agreement.*

11. This agreement, in so far as it relates to salaries, shall be deemed to have come into force on the 1st day of July, 1939, and so far as all other conditions of this agreement are concerned it shall come into force on the day of the date hereof, and shall continue in force until the 9th day of June, 1941.

In witness whereof the parties have executed these presents.

The common seal of the Timaru Borough Council was hereto affixed in the presence of—

[L.S.]

W. G. TWEEDY, Mayor.

E. KILLICK, Town Clerk.

The common seal of the Canterbury Local Bodies' Officers' (other than Clerical) Industrial Union of Workers was hereto affixed in the presence of—

[L.S.]

G. E. STOKES, President.

THOS. NUTTALL, Secretary.