

TIMARU CITY COUNCIL LIBRARY ASSISTANTS—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Christchurch]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 14th day of March 1957, between the Timaru City Council (hereinafter called "the Council" or "the employers"), 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 workers employed in the Timaru Public Library controlled by the Timaru City 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 those 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 employees shall be 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 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 employees without the approval of the Chief Librarian.

(c) All time worked in excess of the hours specified in subclause (a) of clause 3 shall be considered overtime, and shall be paid for at the rate of time and a half for the first two hours and thereafter double time.

(d) All time worked on the holidays set out in subclause (a) of clause 7 hereof, and on Sundays, shall be paid for at double rates in addition to the ordinary salary.

Salaries

5. Subject to the provisions of the Minimum Wage Act, the following shall be the minimum rates of wages for library assistants:

	Per Annum £
First year	275
Second year	320
Third year	365
Fourth year	385
Fifth year	405
Sixth year	425
Seventh year	445
Eighth year	465
Ninth year	495

Female employees with School Certificate or Junior Government Shorthand-typing Examination shall be advanced one year above the scale rate appropriate to her length of service, and a female employee with University Entrance or Senior Government Shorthand-typing Examination shall be advanced two years.

Any assistant passing the examination for the New Zealand Library Association (Inc.) Certificate shall be granted a double increment, provided that this shall not operate so as to bring the salary above the maximum rate specified in the above scale. Any such double increment shall become payable as from the date when the next ordinary increment is due after the date of the passing of the examination.

<i>Children's Librarian:</i>	£
First year	510
Second year	530
Third year	550

<i>Deputy Chief Librarian:</i>	£
First year	535
Second year	555
Third year	580

Increase in Rates of Remuneration

6. The rates of remuneration contained in this agreement shall be subject to the effect of the Court of Arbitration's General Order dated 26 October 1956.

Holidays and Annual Leave

7. (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, the birthday of the reigning Sovereign, Labour Day, Show Day (or some other day to be observed in lieu thereof), Christmas Day, Boxing Day, and any other day or days usually observed or granted by the Council.

(b) Should any of the above holidays (other than Anzac Day or Easter Saturday) fall on a Saturday or a Sunday, the said holiday shall be observed on the next immediate working day or days.

(c) Annual leave shall be granted in accordance with the provisions of the Annual Holidays Act 1944; provided, however, that after ten years' service with the employer the period of annual leave shall be three weeks.

(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.

Casual Workers

8. (a) A worker engaged for less than two weeks in any one engagement shall be termed a casual, and such workers shall be paid *pro rata* for time worked at a rate of 20 per cent more than the appropriate rate set out in clause 5. The *pro rata* rate payable shall be calculated on an hourly basis computed from the number of hours fixed in clause 3 as the maximum weekly number of hours which may be worked by clerical workers in the Council's employ.

(b) Workers who enter into contracts of service to work regularly on a part-time basis shall be deemed to be casual workers unless they work in excess of thirty hours per week, when they shall be deemed to be full-time workers; except that if the Council offers full-time employment but the employee for personal reasons does not accept such full-time employment then such employee shall not be considered a casual employee but shall be paid *pro rata* to the time worked the wage rates in clause 5.

Right of Entry Upon Premises

9. (a) The secretary or other authorised 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 employees 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.

Disputes

10. The essence of this agreement being that the work of the employers shall not on any account be impeded but shall always proceed as if no difference had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives

of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right of appeal to the Court against the decision of such committee upon giving to the other side written notice of such appeal within fourteen days after such decision shall have been made known to the party desirous of appealing.

Workers to be Members of the Union

11. 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

12. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months as such inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in the manner prescribed by this clause: provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Term of Agreement

13. This agreement, in so far as it relates to rates of wages, shall be deemed to have come into force on the first day of December 1956 and in so far as all other conditions are concerned it shall come into force on the day of the date hereof; and this agreement shall continue in force until 30 June 1958.

In witness whereof the parties have executed these presents.

The common seal of the Canterbury Local Bodies' Officers' (other than Clerical) Industrial Union of Workers was hereto affixed this 14th day of March 1957, in the presence of—

[L.S.]

WM. LORIMER, Vice-President.
R. H. McDONALD, Secretary.

For and on behalf of the Timaru City Council—

H. F. BUTLAND, Authorised Agent.