

HAMILTON CITY COUNCIL OFFICERS—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1925 and its amendments this 16th day of March 1960, between the Auckland Provincial District Local Authorities Officers' Industrial Union of Workers (hereinafter referred to as "the union") of the one part and the Hamilton City Council (hereinafter referred to as "the employer") of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:

1. That the terms, conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions stipulations and provisions respectively required to be done, observed and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

*Scope of Agreement*

1. This agreement shall apply to all clerical and classified positions and other workers described in clause (2) hereof employed by the Hamilton City Council. Such employees shall not include—

(a) Town Clerk.

Assistant Town Clerk.

City Engineer.

First Assistant City Engineer.

City Electrical Engineer.

City Gas Engineer.

Chief Librarian.

Parks and Reserves Superintendent.

Accountant.

University students temporarily employed by the council.

(b) Part-time employees if they work less than 50 per cent of the hours normally worked by employees covered by this agreement.

*Definitions*

2. "Clerks" are employees who are principally engaged in writing, operating mechanical machines, or any other form of office work.

"Typists" are employees who are engaged in typing, operating mechanical machines, and/or shorthand, and who may in addition perform any other form of office work.

"Officers" include purchasing officers, storeman clerks, chief clerks, assistant clerks, accountants, qualified assistant engineers, engineers, engineers' assistants and draughtsmen, noxious weeds inspectors, cashiers, senior female book-keepers, surveyors, town planning officers, engineering and professional cadets, foremen, overseers, inspectors and meter-readers.

*Hours of Work*

3. (a) Except where otherwise specified, the normal hours of work shall not exceed  $37\frac{1}{2}$  per week, seven and a half of which shall be worked on each of the five days of the week between the hours of 8 a.m. and 5 p.m. Monday to Friday inclusive.

(b) The normal hours of work of the chief pumping engineer shall not exceed 40 hours a week or eight hours a day and may be worked on any of the seven days of the week or outside the normal working hours.

(c) The hours of work of the waterworks complaints foreman, engineer's assistants without academic qualifications and the store and depot controller shall not exceed 40 hours per week but shall otherwise conform with the hours worked by the men under their control.

(d) The normal hours of work of the city overseers shall be 40 per week to be worked at such hours as the City Engineer shall specify from time to time, between 7 a.m. and 5 p.m. on Mondays to Thursdays inclusive and between 7 a.m. and 4 p.m. on Fridays but longer hours must, if the necessity arises, be worked without additional remuneration and the employee must give his services at any hour in an emergency. Where in any one week, the employee is instructed to organise other workers and plant or materials and to supervise and assist in carrying out work outside the normal hours of work involving his working in the weekly aggregate more than three hours on such work, then the details of the work shall be reported to the council and any such work in excess of the first three hours so worked in the week shall be reckoned as overtime and shall be paid for with respect to any day upon which such overtime is so worked at the overtime rates set out in clause 5 hereof.

(e) The hours of work of the milk inspector shall not exceed  $37\frac{1}{2}$  hours per week of seven and a half per day, and they may as the occasion requires be worked on any of the seven days of the week or outside the normal working hours.

(f) The staff of the Hamilton and Frankton public libraries shall not be required to work more than seven and a half hours in any one day or more than  $37\frac{1}{2}$  hours in any one week without being paid overtime as provided in clause 5 hereof.

(g) Notwithstanding the foregoing provisions of this clause, to provide a measure of elasticity in the case of essential work or where subclause (a) is not practicable, time may be worked between the hours of 8 a.m. and noon on Saturday, provided always that not more than  $37\frac{1}{2}$  hours are worked at ordinary rates in any one week.

(h) A working week may be deemed to commence at 8 a.m. on Saturday.

*Rates of Remuneration*

4. All increments shown in the various grades shall be considered as annual increments and shall be paid according to years of service in each particular grade.

Any employee with the necessary qualifications on the recommendation of the head of the department concerned may be transferred by the council if it concurs from one grade to a higher grade.

Where any employee is promoted or is transferred from one position to another and is thereby entitled to be transferred to a higher grade, the commencing salary of which is below or equal to that being received by him when promoted or transferred he shall be paid the salary in the higher grade which is immediately above that being paid to him at the time of his promotion or transfer. Any subsequent annual increments to which the employee becomes entitled shall be paid in each succeeding year from the date of his promotion or transfer.

Where an employee is at present in receipt of a salary fixed in terms of his years of employment in any grade and the salary payable for such years of service is increased by an alteration in the salaries scale, irrespective of his service, such an employee shall be paid the next higher salary fixed in the new scale and proceed by annual increments calculated from the date of his original appointment in the grade to the maximum of his grade.

The minimum wage shall be payable to males and females on attaining the age of 21 years.

For the purpose of qualification under Grades 1 and 2, experience gained in any employment of a character similar to that covered by this agreement shall be counted as if it were experience in employment covered by this agreement.

Except in the case of employees specifically classified all employees shall be paid in accordance with the following scales:

	Annual Salary		
	From 1 April 1959 £	From 12 October 1959 £	From 1 April 1960 £
<i>Grade 1—Males:</i>			
First year .....	325	345	350
Second year .....	377(1)	400	405
Third year .....	420(2)	443	448
Fourth year .....	471(3)	494	502
Fifth year .....	503	534	542
Sixth year .....	560	594	602
Seventh year .....	613	649	657
Eighth year .....	655	695	705
Ninth year .....	692	732	742
Tenth year .....	728	768	778
Eleventh year .....	755	795	805
Twelfth year .....	791	831	841
Thirteenth year .....	823	863	873
Fourteenth year .....	860	900	910

NOTE: (1) Entrant with School Certificate commences. (2) Entrant with University Entrance or endorsed School Certificate commences. (3) Entrant with Higher Leaving Certificate commences.

	Annual Salary		
	From 1 April 1959 £	From 12 October 1959 £	From 1 April 1960 £
<i>Grade 2—Females:</i>			
First year .....	320	340	345
Second year .....	372(1)	395	400
Third year .....	414(2)	437	442
Fourth year .....	465(3)	488	496
Fifth year .....	490	515	523
Sixth year .....	522	549	557
Seventh year .....	563	592	600
Eighth year .....	600	630	640

NOTE: (1) Entrant with School Certificate commences. (2) Entrant with University Entrance or endorsed School Certificate commences. (3) Entrant with Higher Leaving Certificate commences.

A worker substantially employed on ledger-posting or bookkeeping machines shall be paid 12s. per week in addition to the rate which he/she is entitled to by virtue of his/her years of service.

*Grade 3*

Shorthand typists—up to £635 from 1/4/59.  
 up to £665 from 12/10/59.  
 up to £675 from 1/4/60.

Senior female clerks with special duties—up to £635 from 1/4/59.  
 up to £665 from 12/10/59.  
 up to £675 from 1/4/60.

Senior shorthand typists—up to £660 from 1/4/59.  
 up to £690 from 12/10/59.  
 up to £700 from 1/4/60.

*Grade 4*

Meter readers—£747 to £777 from 1/4/59.  
 £787 to £817 from 12/10/59.  
 £797 to £827 from 1/4/60.

No special cash allowances are to be paid.

*Grade 5*

Senior rates etc. clerk	}	£870-£910-£950-£1,000 from 1/4/59. £910-£950-£990-£1,040 from 12/10/59.
Publicity and senior committee clerk		
Engineer's costing clerk		

*Grade 5 (a)*

Assistant accountant—£900-£950-£1,000-£1,050 from 1/4/59.  
 £940-£990-£1,040-£1,090 from 12/10/59.

NOTE—The Court order operative from 12 October 1959 is included in each of the steps of Grades 1 to 5 (a) inclusive.

*Grade 6*

Senior assistants without qualification otherwise listed. Grading and advancement in each case to be subject to special recommendation by the head of the department.

£787-£813-£845-£870 from 1 April 1959. Plus Court's order of £40 per annum from 12 October 1959.

*Grade 7*

Assistants—senior—not provided for elsewhere herein, either unqualified or with limited qualifications executing work requiring a specialised knowledge, training and ability involving limited responsibility. Advancement to be dependent upon extent of responsibility and to be subject to special recommendation by the head of the department.

£860-£891-£937 from 1 April 1959. Plus Court order of £40 per annum from 12 October 1959.

*Grade 8*

Inspectors: Building, health, plumbing and drainage

£866-£905-£945 and £990 from 1 April 1959 including overtime. Plus Court's order of £40 per annum from 12 October 1959.

Advancement beyond £905 from 1 April 1959 and £945 from 12 October 1959 inclusive of Court's order to be subject to special recommendation by the head of the department.

*Grade 9*

Chief health and building inspectors

£1,050-£1,100-£1,150 from 1 April 1959 including overtime. Plus Court's order of £40 per annum from 12 October 1959.

*Grade 10*

## (a) Overseers:

£872–£914–£960 from 1 April 1959, including overtime for emergency work. See clause 3 (d). Plus Court's order of £40 per annum from 12 October 1959.

## (b) Pumping station and plant superintendent:

£1,075–£1,125 from 1 April 1959 including overtime. Plus Court's order of £40 per annum from 12 October 1959.

*Grade 11**Specials:*

## Waterworks officer:

£1,150–£1,200 and £1,250 from 1 September 1958 including overtime.

Plus the Court's order of £40 per annum from 12 October 1959.

## Senior electrical engineers—First assistant:

£1,225–£1,250 from 1 April 1959 including overtime. Plus the Court's order of £40 per annum from 12 October 1959.

## Second assistant:

£1,150–£1,175 from 1 April 1959 including overtime. Plus the Court's order of £40 per annum from 12 October 1959.

## Gas engineer assistant:

£1,150–£1,175 from 1 April 1959 including overtime. Plus the Court's order of £40 per annum from 12 October 1959.

## Chief surveyor and town planner:

£1,250 including overtime. Plus the Court's order of £40 per annum from 12 October 1959.

## Surveyor:

£1,088 including overtime. Plus the Court's order of £40 per annum from 12 October 1959.

## Assistant surveyor:

£1,000 including overtime. Plus the Court's order of £40 per annum from 12 October 1959.

*Grade 12*

## Qualified civil engineers:

An engineer, to be eligible for grading in one of the Classes A, B or C of clause 12, hereunder, shall be the holder of a B.E. Degree, or shall have qualifications not lower than that of Associate Membership of the New Zealand, or of one of the British institutions of engineers, or have some recognised equivalent qualification, provided that any officer who at 1 April 1959 held office as an engineer in a designated position in the City Engineer's Department shall not be debarred from eligibility by reason that he does not hold the requisite qualifications.

## Class Specification for Engineers

*Class C*—£850, £900, £950, £1,000, £1,050 including overtime. Plus the Court's order of £40 per annum from 12 October 1959.

Engineers engaged as general assistants working under supervision. Steps in this class to be annual increments but promotion to be subject to a favourable recommendation from the City Engineer.

*Class B*—£1,050, £1,100, £1,150, £1,200 including overtime. Plus the Court's order of £40 per annum from 12 October 1959.

Engineers in charge of sections of work or who have direct, but limited, responsibilities for design, or construction, or operation of works.

This class shall include engineers who are acting as chief assistants to engineers in Class A.

*Class A*—£1,250, £1,300, £1,350, £1,400, £1,450 including overtime. Plus the Court's order of £40 per annum from 12 October 1959.

Engineers in charge of principal divisions of the council's work, or doing advanced or specialised work alone, or tasks of considerable difficulty and importance and requiring extensive attainments, considerable experience and demonstrated skill. The work shall call for independent professional decision (limited only by general direction) and where applicable.

1. Limited independent administrative decision, and some knowledge of administration, or
2. Moderate responsibility for action of subordinates, together with ability to train staff, organise and exercise control and direction.

#### *Overtime*

5. (a) Any time worked in excess of eight hours a day on any working day shall be considered as overtime and shall be paid for at the rate of time and one half for the first three hours and thereafter at double time, provided however, that no overtime shall be payable for attendance at any meeting of the council or its committees, or at the rate of more than 12s. 9d. per hour, nor for more than eight hours in any one week without the special authority of the council.

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

(c) Any worker called upon to work later than 6 p.m. on any day of the week shall be paid 4s. 6d. meal money if that worker cannot reasonably journey to and from his home for a meal.

(d) Overtime shall be shown on either weekly or fortnightly time sheets and overtime pay will be included with the payment for that period.

(e) A worker shall not be required to work for more than five hours continuously without an interval of at least one hour for a meal.

(f) For the purposes of these clauses, attendance at any meeting of the council or its committee shall not be deemed to be overtime but such attendance shall be paid for at the rate of ordinary time per hour or proportionately for all time so occupied.

(g) These clauses shall not apply to any officer whose salary in the grades is expressly stated to include overtime.

#### *Holidays*

6. (a) The provisions of the Annual Holidays Act shall apply to workers covered by this agreement, but in the case of workers with 10 years' service in their present employment three weeks holiday shall be allowed instead of two weeks.

(b) The undermentioned shall be paid holidays and shall be allowed in addition to the annual holiday referred to in the preceding subclause—New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and two other days to be arranged between the employer and his employees. The employer shall notify the union of the two days agreed upon.

(c) Time worked on any holiday mentioned in subclause (b) up to eight hours shall be paid for at the rate of ordinary time in addition to the weekly wage. Time worked in excess of eight hours at the rate of double time in addition to the weekly wage.

(d) When any holiday other than Anzac Day falls on a Sunday the following day shall be observed.

(e) Where practicable, the annual holiday shall be given in proximity to the Christmas or Easter holidays, and the employer shall give as much notice as practicable to employees of the date of the annual holidays.

(f) When a holiday falls on a non-working day, a worker shall not be entitled to receive more than his ordinary salary or to receive any payment in respect of that holiday unless work is done on such day.

(g) This agreement shall not operate so as to reduce the aggregate number of days' holiday previously enjoyed by any worker under the agreement during his present employment.

#### *Morning Tea*

7. An interval not exceeding 10 minutes shall be allowed to the staff for morning tea.

#### *Uniforms*

8. Every employee who is required by the employer to wear a uniform when on duty shall be provided with same at the expense of the employer.

Employees required to work in all weather shall be supplied with suitable water-proof clothing.

#### *Sick Leave*

9. (a) Subject to the following provisions each employee shall be entitled to 10 working days' sick leave on full pay for each completed year of service with the Hamilton City Council.

1. A medical certificate signed by an approved medical officer shall, if required, be produced where sick leave is taken.
2. The employer shall have the right to deduct the number of days of sick leave already taken by the officer from the total number the officer is entitled to by calculation in order to determine the number of days due to him in the event of his falling sick.
3. In any case, either party may refer a claim for sick leave to a disputes committee.

(b) The employer may grant leave of absence on full pay where, in its opinion, an employee is incapacitated by injury arising out of and in the course of his or her employment. Such leave shall be in addition to the sick leave mentioned in subclause (a) hereof.

#### *Allowance for the Purpose of Encouraging Officers to Qualify*

10. These allowances shall be paid annually to any employee who being in receipt of a salary of not more than £850 per annum and who during the currency of this agreement passes any of the following examinations, but no employee shall, subject to the sectional examinations be entitled to payment for more than one examination; provided always that while qualifying for the allowance the employee shall be substantially engaged on work covered by the section in which the examination is included in the following list—

	£	s.	d.
Each section of the examination of the New Zealand Institution of Architects .....	12	0	0
New Zealand Institute of Surveyors—			
First section of three subjects .....	15	0	0
Second section of three subjects .....	15	0	0
Third section of five subjects .....	15	0	0
Fourth section of three subjects .....	15	0	0

	£	s.	d.
B.E. Degree—			
First section .....	30	0	0
Second section .....	30	0	0
Third section .....	30	0	0
Section (a) or Section (b) of the examination of the leading engineering institutions, each .....	30	0	0
Intermediate and Final Examinations for Chartered Institute of Secretaries, each .....	24	0	0
A.A.S.E., A.O.S.M., A.R.A.N.Z., Diploma of Urban Valuation, or Examination of N.Z. Institute of Valuers .....	60	0	0
B.A., B.Sc., B.Com. ....	90	0	0
M.A., M.Sc., M.Com., LL.B., Diplomas, London University School of Librarianship or N.Z. Library School .....	120	0	0
Typists Advanced Examination .....	30	0	0
Typists Special Examination .....	48	0	0
Typists Senior Reporters Examination .....	60	0	0
New Zealand Library Association General Certificate .....	36	0	0
New Zealand Library Association Children's Librarians' Certificate .....	60	0	0
Library Association (London) Entrance .....	36	0	0
Library Association (London) Registration (additional) .....	36	0	0
Library Association (London) Final (additional) .....	48	0	0
New Zealand Library School Certificate .....	60	0	0
Maximum payment for these Library sections to be £120			
Library Association (London) Specialists' Certificate (additional) .....	18	0	0

For passing the following number of subjects in the under-mentioned degrees or examinations—

Each section of the Intermediate Examination of the Town Planning Institute .....	30	0	0
Five subjects of the A.A.S.E., A.O.S.M., or Diploma of Urban Valuation or Examination of the New Zealand Institute of Valuers or four subjects of the A.R.A.N.Z. ....	30	0	0
Six units of the B.A., or B.Sc., or six subjects of the B.Com., or LL.B. examinations .....	45	0	0

#### *Application*

11. No person in the employment of the council who at the date of this agreement has been carrying out any of the duties within the scope of this agreement who is in receipt of a higher rate of remuneration than that provided by this agreement at the time of its coming into force shall have his or her rate of remuneration reduced, nor shall any worker suffer any reduction of status due to the operation of this agreement.

#### *Workers to be Members of the Union*

12. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act 1936 it shall not be lawful for any employer bound by this agreement to employ or continue to employ in any position or employment subject to this agreement any adult person who for the time being is not a member of an industrial union of workers bound by this agreement.

(b) For the purposes of subclause (a) of this clause, a person of the age of 18 years or upwards and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of 21 years and upwards shall be deemed to be an adult.



(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this agreement and shall be liable accordingly.

(NOTE—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act 1936 which gives to workers the right to join the union.)

#### *Terms of Employment*

13. (a) Except in the case of casuals, in the absence of special written agreement between the employer and employee, one month's notice of resignation or dismissal shall be given by the officer or employer, except in cases of misconduct where an officer shall be subject to instant dismissal, but this shall not be deemed to restrict or in any way impair the statutory powers as to appointment or dismissal of officers invested in the council.

(b) Except as provided in clause 7 hereof a rateable deduction may be made from the worker for any time lost through sickness, accident or default.

#### *Matters Not Provided For*

14. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute or difference had arisen, it is hereby 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 dispute or difference shall be referred to a committee composed of two representatives of the employer and two representatives of the union, together with, if required by either party, an independent chairman to be mutually agreed upon, or in default of agreement, to be appointed by the Conciliation Commissioner for the district; provided that all disputes shall be considered by the committee within one month of the date of notification to the unions concerned of such dispute. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after decision has been made known to the party desirous of appealing.

#### *Effective Operation of Agreement*

15. (a) The secretary or other authorised officer of the union of workers shall with the consent of the employer (such consent not to be unreasonably withheld) be entitled to enter at all reasonable times the office or works and there interview any workers but not so as to impede the work of the office.

(b) In every establishment the occupier shall at all times keep a time and wages book or other suitable record showing in the case of each employee:

- (i) The name of the worker together with his age if under 21 years of age.
- (ii) The kind of work on which he is employed.
- (iii) The hours during which he has actually been employed on each day.
- (iv) The wages paid on each pay day and the date thereof, and
- (v) Such other particulars as are prescribed by regulations.
- (vi) Employers bound by this agreement shall upon request by the union supply a list of their employees and rates of remuneration; provided however that this request shall not be made more often than once every three months.

*Terms of Agreement*

16. This agreement shall come into force on the 1st day of April 1959 except that insofar as it relates to overtime it shall be deemed to have come into force on the 12th day of October 1959 and it shall continue in force until the 31st day of March 1961.

In witness whereof the common seal of the body corporate called the Mayor, Councillors and Citizens of the city of Hamilton was hereto affixed pursuant to a resolution passed by the Hamilton City Council at a meeting held on the 16th day of March 1960, in the presence of—

[L.S.]

D. ROGERS, Mayor.  
 F. M. YENDELL, Councillor.  
 W. L. WADDELL, Town Clerk.

The common seal of the Auckland Provincial District Local Authorities' Officers' Industrial Union of Workers was hereto affixed pursuant to a resolution of the Committee held on the 22nd day of March 1960.

[L.S.]

J. W. MADDEN, President.  
 J. B. DAVY, Secretary.

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