

DUNEDIN CITY COUNCIL—**FEMALE WORKERS (BOTANIC GARDENS)**—
INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1954, this 19th day of April, 1968, between the Dunedin City Council (hereafter called the “employer”) of the one part and the Dunedin Municipal Clerical and other Employees (other than Inspectors) 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:

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SCHEDULE

Scope of Agreement

1. This agreement shall apply to female workers employed in the nursery at the Botanic Gardens at Dunedin by the Dunedin City Council.

Hours of Work

2. The ordinary hours of work shall not exceed forty per week eight per day and shall be worked on the five days of the week Monday to Friday inclusive between the hours of 8 a.m. and 5 p.m. each day.

Overtime

3. (a) All time worked outside the hours provided in clause 2 shall be overtime and shall be paid for at the rate of time and a half for the first three hours and double time rates thereafter with a minimum of 50 cents per hour. Overtime shall be calculated on a daily basis.

(b) All time worked on Saturday and all time worked on Sunday shall be paid for at double ordinary rates.

(c) Glasshouse workers required to work on Saturdays shall be paid ordinary time for the hours worked and shall in addition receive an equivalent amount of time off duty at a time to be mutually agreed upon by the employee and the Superintendent of Reserves or failing such agreement, at a time to be agreed upon between the employer and the union.

Holidays

4. (a) The following holidays shall be allowed without deduction of pay: Christmas Day, Boxing Day, New Year’s Day, the day following that upon which New Year’s Day is observed, Anniversary Day or a day to be mutually agreed upon in lieu thereof, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Anzac Day and Labour Day.

(b) In the event of any of the abovementioned holidays, 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.

(c) Each worker shall be entitled to two weeks’ annual leave, provided that a worker with ten years’ service shall be entitled to an additional week’s leave on full pay.

(d) Workers who are employed on any of the days set out in subclause (a) hereof shall be paid at the rate of double time in addition to the weekly wages.

Wages

5. (a) The following shall be the minimum rates of wages				Per Week
				\$
First six months	.....	.....	.....	15.00
Second six months	.....	.....	.....	16.00
Third six months	.....	.....	.....	18.00
Fourth six months	.....	.....	.....	20.00
Fifth six months	.....	.....	.....	21.00
Sixth six months	.....	.....	.....	22.00
Seventh six months	.....	.....	.....	23.00
Eighth six months	.....	.....	.....	24.00
Fifth year	.....	.....	.....	25.00
Sixth year	.....	.....	.....	27.00
Thereafter	.....	.....	.....	31.00

Provided that a worker of the age of 21 and upwards shall be paid in accordance with the Minimum Wage Act, 1954, and its amendments.

(b) The minimum salary for the Propagator shall be 50 cents above the minimum basic rate payable to a gardener with more than twelve months' service in terms of the Dunedin Local Bodies' Labourers' Industrial Agreement in force for the time being or any amendment thereof.

(c) The following extra rates shall be paid to holders of certificates under the Royal New Zealand Institute of Horticulture Act, 1927:

				Per Week
				\$
Junior	.....	.....	.....	1.02
Intermediate	.....	.....	.....	1.28
Diploma	.....	.....	.....	1.54

The fees for an approved course of study, plus examination fees and costs entailed in sitting examinations, shall be paid by the Council provided that if the employee fails twice in any section of the examination then this subclause shall not apply until the employee has secured a pass in that particular section.

Protective Clothing

6. The employer shall provide smocks, gloves, gumboots and clogs where required.

Sick Pay

7. Employees shall be allowed sick leave in accordance with the Council's general policy according to length of service.

Meal Money

8. (a) The employer shall pay 60 cents as meal money to each worker required 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 24 hours' notice that she will be required to work overtime if she can reasonably return to her home for a meal within the interval allowed or to the worker for the mid-day meal on a Saturday where the worker has been given 24 hours' notice that she will be required to work a full day on the Saturday.

(b) An interval of ten minutes shall be allowed each morning and afternoon to each worker, during which intervals they may partake of refreshments on the premises.

Terms of Employment

9. Employment shall be on a fortnightly basis, and at least two weeks' notice of termination thereof shall be given to either party. This shall not prevent the employer from summarily dismissing a worker for misconduct.

Workers to be Members of Union

10. (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 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 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 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.

Transport

11. In the event of a worker being requested by the employer to commence work or to cease work at a time when public passenger transport is not available to take that worker to or from work as the case may be, the employer shall either provide transport to or from work for such worker or, alternatively, refund to the worker all reasonable expenses incurred by her in proceeding to or from work.

Matters Not Provided For

12. All matters not provided for in this agreement and arising out of the employment shall be settled between the employer and the secretary of the union. In the event of a dispute not being settled it shall be referred to the Conciliation Commissioner for the district for decision.

Right of Entry

13. 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 the agreement, but not so as to interfere unreasonably with the employer's business.

Orders of the Court of Arbitration

14. The salaries and allowances payable to all employees covered by this agreement shall not be subject to the General Order of the Court of Arbitration dated the 10th day of November, 1966, which increased rates of remuneration determined by awards and industrial agreements by an amount equal to 2½ percent thereof.

Term of Agreement

15. This agreement insofar as it relates to wages shall be deemed to have come into force on the 1st day of April, 1968, and insofar as all other terms and conditions are concerned it shall come into force on the date of making and shall continue in force until the 31st day of March, 1970.

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

I. E. STILL, Secretary.

Signed on behalf of the Dunedin City Council as employer:

J. C. LUCAS, Town Clerk.

MEMORANDUM

The parties hereto desire to record that they agree that should Public Service rates be amended at any time after coming into force of this agreement, then the rates of wages as prescribed in the agreement shall be automatically amended in order to maintain the same relationship with the Public Service rates as at present apply.
