

WHANGAREI BOROUGH COUNCIL CLERICAL AND OTHER OFFICERS.—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 1st day of June, 1948, between the Whangarei Borough Council and the Auckland Provincial District Local Authorities' Officers' Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided, further, that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval, of the industrial agreement made on the 1st day of June, 1948, between the Whangarei Borough Council, of the one part, and the Auckland Provincial District Local Authorities' Officers' Industrial Union of Workers, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters

and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 3rd day of September, 1948.

[L.S.]

A. TYNDALL, Judge.

WHANGAREI BOROUGH COUNCIL CLERICAL AND OTHER OFFICERS.
—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 1st day of June, 1948, between the Whangarei Borough Council (hereinafter called "the Council" or "the employer"), of the one part, and the Auckland Provincial District Local Authorities' Officers' 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

Scope of Agreement

1. This agreement shall apply to all salaried employees of the Council except those covered by or subject to any other award or industrial agreement or any employee under the following classifications: Town Clerk, Borough Engineer, Borough Electrical Engineer, Milk Manager.

Definitions

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

"Typistes" 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, engineer's assistants, and draughtsmen, noxious weeds inspectors, cashiers, senior female book-keepers, engineering and professional cadets, foremen, overseers, inspectors and meter readers, and, if not substantially engaged at manual work, abattoir managers, supervising gardeners, and managers of bus services.

"Substantially" means engaged at a particular job for more than 50 per cent. of the time during any pay period.

Hours of Work

3. (a) Except where otherwise specified, the normal hours of work shall not exceed $37\frac{1}{2}$ hours per week, $7\frac{1}{2}$ hours of which shall be worked on each of the 5 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 traffic inspectors shall not exceed 40 hours per week or eight hours a day, and shall be worked on any five of the seven days of the week.

(c) 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.

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

(e) The hours of work for supervisors and foremen shall be the same as those of the men over whom they exercise control.

(f) The staff of the Library Department shall not be required to work more than seven and one-half hours in any one day, nor more than $37\frac{1}{2}$ hours in any one week without being paid overtime as provided in clause 6 hereof.

Rates of Remuneration

4. (a) Where the salary of any employee bound by this agreement is not provided for in this clause, or where an employee completes one year's service in the maximum of his grade on the 31st March in any year and no provision is made in this clause for his transference to a higher grade, his salary shall be considered by the Council in the month of March of every year during which his salary is not provided for or while he is at the maximum of his grade as aforesaid, and any increment granted to any employee as the result of such consideration shall take effect from the 1st day of April of that year.

Where an employee completes one year's service in the maximum of his grade during the year and no provision is made in this clause for his transference to a higher grade, his salary shall be considered by the Council in the month of March preceding the date on which he completes his service above referred to. Any increment granted as a result of such consideration shall operate from the day following that on which such service is completed.

(b) The 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.

(c) All employees entering the service after the 1st April, 1946, shall receive their first annual increment after twelve months service, and all future annual increments to which they become entitled shall take effect each twelve months thereafter.

(d) 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.

(e) The minimum wage shall be payable to males and females on attaining the age of twenty-one years.

(f) For the purpose of qualification under the under-mentioned scales, 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.

(g) A worker who for 75 per cent. of his or her time acts as a cashier, wages or pay clerk, shall be paid 6s. per week in addition to the rate to which such worker is entitled under Grades 1, 1A and 2 hereof.

(h) A worker in receipt of £300 per annum or less, employed on ledger-posting machines or book-keeping machines, shall be paid 6s. per week in addition to the rate to which such worker is entitled under Grades 1, 1A, and 2 hereof.

(i) No deductions (other than for superannuation and such other contributions as may be agreed upon between the employer and employee) shall be made from the wages of any member of the administrative staff, except for time lost by the worker through sickness, accident, or default.

(j) Except by mutual agreement, salaries, including overtime, shall be paid at not longer than fortnightly intervals, and during working hours.

(k) Every temporary or casual employee shall be paid 15 per cent. *pro rata* above the weekly rate.

(l) For the purpose of calculating the amount payable weekly in respect of annual salaries, the amount of the annual salary shall be divided by 52.

(m) The following shall be the minimum salaries payable to all employees specified in the following grades:—

Grade 1.—(a) Except in the case of employees specifically classified all male employees shall be paid in accordance with the following scale:—

					£
First Year	..	..	..	..	150
Second Year	..	..	..	..	175
Third Year	..	..	..	..	205
Fourth Year	..	..	..	..	235
Fifth Year	..	..	..	..	280
Sixth Year	..	..	..	..	310
Seventh Year	..	..	..	..	340
Eighth Year	..	..	..	..	370
Ninth Year	..	..	..	..	385
Tenth Year	..	..	..	..	400
Eleventh Year	..	..	..	..	425

Grade 1A (£445-£460).—This grade after one year's service on maximum of Grade 1 to be advanced according to ability at the recommendation of the Town Clerk.

Grade 2 (Females)—

					£
First Year	..	..	..	..	150
*Second Year	..	..	..	..	175†
‡Third Year	..	..	..	..	205§
Fourth Year	..	..	..	..	235
Fifth Year	..	..	..	..	265
Sixth Year	..	..	..	..	285
Seventh Year	..	..	..	..	300
Eighth Year	..	..	..	..	315

* Commencing salary. School Certificate. † Commencing salary. Junior Government Shorthand-Typiste Examination or School Certificate. ‡ Commencing salary. University Entrance. § Commencing salary. Senior Government Shorthand-Typiste Examination or School Certificate.

Grade 3 (£325)—

Senior Female Typiste.

Grade 4 (£325-£375-£400)—

Meter Readers—

Grade 5 (£425-£445-£460)—

Engineering Assistant. Without qualifications and subject to recommendation by Borough Engineer.

Grade 6 (£461-£476-£491)—

Senior Trading Ledger Keeper.

Staff and Voucher Clerk.

Librarian.

Grade 7 (£465-£480-£495)—

Borough Inspector.

Building Inspector.

Electrical Engineering Assistant.

Grade 8 (£490-£505-£520)—

Accountant (Municipal).
Town Clerk's Assistant.

Grade 9 (£550-£560-£575)—

Accountant (Trading).

Allowances for the Purpose of Encouraging Officers to Qualify

5. These allowances shall be paid to any employee who during the currency of this agreement passes any of the foregoing 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:—

Clerical—	£	s.	d.
Solicitors' Professional Examination ..	22	10	0
Accountants' Professional (£10 on passing five subjects and £12 10s. on completion)	22	10	0
N.Z. Institute of Local Body Administrative Officers	22	10	0
A.R.A.N.Z.	22	10	0
LL.B Degree	22	10	0
Barristers' Professional Examination ..	22	10	0
B.Com.	22	10	0
Aust. Inst. of Secretaries A.A.I.S. ..	20	0	0
New Zealand Institute of Secretaries ..	20	0	0
Civil Engineers' A.M.Inst.C.E.	22	10	0
Examination of New Zealand Engineers' Registration Board (Civil Engineers' Section)	22	10	0
Architects' A.R.I.B.A.	22	10	0
Surveyors, Land Surveyors' Diploma ..	22	10	0
Membership by Examination of Inst. Electrical Engineers'	20	0	0
Examination in Electrical Engineering by Engineers' Reg. Board, New Zealand ..	20	0	0
Libraries—			
Library Assn. (London) Professional, Six Sections, per Section £3 10s.	21	0	0
Library Assn. (N.Z.): 1st part, £7 10s.; 2nd part, £12 10s.	20	0	0

General—	£	s.	d.
B.Sc.	22	10	0
Diplomas of Horticulture (£10 on passing first examination and £10 on completion)	20	0	0
Assoc. Dairy Manufacturers' Diploma . .	20	0	0
Sanitary Inspectors' Diploma (A.M.R.S.I.) . .	20	0	0
Sanitary Science Diploma (M.R.S.I.) . .	20	0	0
Highways Foreman	10	0	0

Overtime

6. (a) All time worked in excess of the hours specified in clause 3, subclauses (a), (b), (c), (d), (e), and (f) shall be considered as overtime and shall be paid for at the rate of time and a half for the first four hours and thereafter payable at double time, provided, however, that no overtime shall be payable at the rate of more than 7s. 6d. per hour, nor more than eight hours is to be worked in any one week, without the special authority of the Town Clerk.

(b) All overtime shall be calculated daily.

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

(d) Overtime will be shown on the fortnightly timesheet, and overtime pay will be included with the payment for that period.

(e) Any worker called upon to work later than 6 p.m. on any day of the week shall be paid 2s. meal money, if that worker cannot reasonably journey to and from his or her home for a meal.

(f) 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.

(g) Minimum payment for overtime shall not be less than 2s. per hour.

Holidays and Annual Leave

7. (a) The provisions of the Annual Holidays Act shall apply to workers covered by this agreement, but in the case of workers with ten years' service in the Council's employ, 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 and the next following day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

(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) 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.

Sick Leave

8. (a) Pay during sick leave of absence, as a minimum, shall be granted in accordance with the following schedule:—

Length of Service with Present Employer.	Aggregate Period for which Sick-Leave on Pay shall be Granted during Service.
Up to 3 months	7 days on full pay.
Over 3 months and up to 6 months	14 days on full pay.
Over 6 months and up to 9 months	31 days on full pay.
Over 9 months and up to 5 years	46 days on full pay.
Over 5 years and up to 10 years	92 days on full pay.
Over 10 years and up to 20 years	183 days on full pay.
Over 20 years and up to 30 years	275 days on full pay.
Over 30 years	365 days on full pay.

(b) Notwithstanding the foregoing provisions of clause 1, pay during sick-leave of absence shall also be granted in accordance with the above schedule to the Council's officers mentioned therein.

(c) Sick-leave with pay for any one period of absence from duty allowed under this schedule is to be reckoned in working days. The aggregate period for which sick-leave on pay to be granted may consist of one or more periods, but shall be computed in respect of the whole period of an officer's service.

(d) An employer may require a worker to produce a medical certificate before making any payment under this clause.

Transport and Travelling Expenses

9. (a) All out-of-pocket expenses reasonably incurred by any employee in the execution of his duties shall be paid by the Council. All claims for such expenses shall be rendered fortnightly or as agreed, and such claims shall give particulars of travelling done and expenses incurred in the discharge of the

employee's duties. The Council may, in connection with any particular claim, require that such claim shall be supported by statutory declaration.

(b) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting of such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting of such traffic, shall be conveyed to or from his or her home at the expense of the employer or shall be paid for time reasonably occupied in travelling at ordinary rates of pay. For the purpose of this award "public wheeled traffic" shall mean trams, buses, trains or ferries ordinarily used by workers travelling to or from their work.

(c) Public-works scale for own conveyance.

Application

10. 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.

Morning and Afternoon Tea

11. An interval not exceeding ten minutes shall be allowed to the staff for morning and afternoon tea.

Uniforms

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

Employees required to work in all weathers shall be supplied with suitable waterproof clothing.

Workers to be Members of Union

13. (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 to continue to employ in any position or employment subject to this agreement, any adult person who is not for the time being 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 eighteen years and 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 twenty-one 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 subclause (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Termination of Employment

14. Except in the case of casuals, in the absence of special written agreement between the Council and employee, one month's notice of resignation or dismissal shall be given by the officer or the 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 local authorities.

Matters Not Provided For and Appeals

15. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded, but shall always proceed as if no dispute 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 fourteen days after decision has been made known to the party desirous of appealing.

Effective Operation of Agreement

16. (a) The secretary or other authorized 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—

- (1) The name of the worker, together with his age if under twenty-one years of age;
- (2) The kind of work on which he is usually employed;
- (3) The hours during which he has actually been employed on each day;
- (4) The wages paid on each pay day and the date thereof; and
- (5) Such other particulars as are prescribed by regulations;
- (6) 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.

Term of Agreement

17. This agreement, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of April, 1948, and so far as all the 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 31st day of March, 1950.

The common seal of the body corporate called the Mayor, Councillors and Burgesses of the Borough of Whangarei was hereto affixed pursuant to a resolution passed by the Whangarei Borough Council at a meeting held on the 1st day of June, 1948—

[L.S.]

W. JONES, Mayor.

H. V. RISHWORTH, Councillor.

L. W. HALL, 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 19th day of August, 1948—

[L.S.]

A. S. WALTON, President.

J. B. DAVY, Secretary.