

**GREY ELECTRIC POWER BOARD OFFICERS' AND CLERICAL EMPLOYEES'—
INDUSTRIAL AGREEMENT**

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

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 7th day of April 1964, between the Grey Electric Power Board (hereinafter called "the board" or the employer) of the one part and the Wellington, Marlborough, Westland, Nelson and Taranaki Local Bodies' 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

Industry to Which Agreement Applies

1. This agreement shall apply to the officers and clerical workers employed by the Grey Electric Power Board. Such officers shall not include:

- (a) Executive officers:
- (b) Officers covered by other awards or industrial agreements.

Definitions

2. (a) "Officers" shall include all persons not already covered by any other award or industrial agreement, but shall not include executive officers.

(b) "Casual officer": Any person employed for less than one month continuously shall be termed a casual officer.

(c) "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) The normal hours of work shall not exceed 40 per week, eight of which shall be worked on each of five days of the week between the hours of 8 a.m. and 5 p.m. Monday to Friday inclusive.

(b) Where prior to the date of this agreement the board has been customarily observing shorter daily or weekly hours than those hereinbefore specified the board may continue to observe such shorter hours, but in such circumstances, shall have the right to call upon its staff, whenever necessary to cope with the work on hand, to work up to 40 hours per week without payment of overtime.

Overtime

4. (a) Any time worked in any one day outside of or in excess of the hours specified in sub-clause (a) of clause 3 shall be considered as overtime and shall be paid for at the rate of time and a half for the first three hours and thereafter at double time rates, except that actual clock-hours in sub-clause (a) of clause 3 may be varied by mutual agreement between the board and the sales staff. Double time rates shall be paid for all work performed on Sundays and after noon on Saturdays. A minimum of two hours at overtime rates shall be paid for each call-back on any non-working day.

(b) No overtime for which overtime rates are payable shall be worked by any officer without prior approval of the secretary-manager.

(c) An officer called upon to continue working overtime in excess of one hour on any day after the usual time for ceasing work shall be paid 6s. 6d. meal money, providing such officer cannot reasonably journey to and from his home for a meal.

(d) An officer shall not be required to work for more than five hours continuously without a reasonable interval for a meal.

(e) Any officer required to commence work after the cessation of public wheeled traffic, or before the ordinary starting time of such traffic, and any officer who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic, shall be conveyed to or from his home at the expense of the board, or shall be paid for time reasonably occupied in travelling at ordinary rates of pay.

For the purposes of this agreement "public wheeled traffic" shall mean buses or trains ordinarily used by workers travelling to or from their work.

Rates and Conditions of Pay

5. (a) All male officers shall be paid in accordance with the following scale:

	£	s.	d.
First year	477	4	0
Second year	525	3	0
Third year	578	2	0
Fourth year	669	5	0
Fifth year	755	8	0
Sixth year	819	10	0
Seventh year	862	9	0
Eighth year	910	10	6
Ninth year	958	9	6
Tenth year	1007	11	6
Eleventh year	1052	9	0
Twelfth year	1084	5	0
Thirteenth year	1111	6	0
Fourteenth year	1143	7	0

Males with School Certificate shall commence at third year of scale.

Males with University Entrance shall commence at fourth year of scale.

(b) All female officers shall be paid in accordance with the following scale:

	£	s.	d.
First year	459	15	6
Second year	497	9	6
Third year	540	3	6
Fourth year	621	1	0
Fifth year	679	2	6
Sixth year	717	4	0
Seventh year	770	5	6
Eighth year	809	2	6
Ninth year	852	17	0
Tenth year	867	4	0

Females with School Certificate or Junior Typing Examination shall commence at third year of scale.

Females with University Entrance or Senior Typing Examinations shall commence at fourth year of scale.

(c) For the purpose of qualifications under the foregoing scales, experience in any employment of a similar character to that covered by this agreement shall be counted as if it were experience in employment covered by this agreement. For the purpose of the above scales the difference between the respective amounts shall be deemed to be annual increments.

The board may engage a worker at a stated scale amount being not less than the amount to which the worker is entitled, provided that such commencing rate shall be increased by the increments for subsequent service as set out herein.

(d) All salaries shall be reviewed annually and in cases of promotion from a lower to a higher position the salary of the officer promoted shall be increased to that of the previous holder of the position by one or more steps. Should any question arise in connection with grading the matter shall be dealt with in accordance with the provisions of clause 13.

(e) Grade II:

(i) Officers may be promoted to Grade II if in the opinion of the board some advancement beyond the specified steps of the general scale is justified on the basis or merit, proficiency, service or responsibility. Each year the board shall review the salaries of officers on this grade and in the event of the board granting an additional increment which shall not be less than £25 to any officer of Grade II such increment shall have effect from 1 April in that year.

(ii) Officers who, on the coming into force of this agreement, are already in Grade II as provided by this sub-clause shall have their existing salaries increased by an amount being not less than the additional rate (if any) granted by virtue of this agreement to officers in the fourteenth year scale rate; provided that where any officer so graded has had an increase granted as from the 1st day of April, the amount so granted may be offset against any increase payable under this sub-clause.

(f) *Meter-readers*—Meter-readers and storemen shall be paid in accordance with the general scale up to and including the eleventh year, but if 21 years of age or over on commencement shall be paid a commencing salary of not less than the rate fixed for the sixth year of service.

Clerk-meter-reader—Where the duties of an officer are such that he is required to carry out the duties of a clerk in addition to his duties as a meter-reader, the salary rate for such clerk-meter-reader shall be as mutually determined between the local branch of the union and the board provided that where no rate is so fixed the matter will be dealt with in accordance with clause 13.

Meter-readers or clerk-meter-readers who bill from the field shall be paid 12s. 6d. per week extra.

Meter-readers or clerk-meter-readers shall be paid a cashier's risk allowance of 11s. 6d. per week.

(g) An officer employed on ledger-posting machines or book-keeping machines or analysis machines (other than adding machines) shall be paid 9s. per week in addition to the rate which such officer is receiving under subclause (a) or (b) of this clause.

(h) Subject to the provisions of clause 12 no deduction other than superannuation and other such contributions as may be agreed upon between the board and the officer shall be made from the wages of any officer except for time lost by the officer through sickness, accident or default.

(i) No officer covered by this agreement now in receipt of a higher salary shall have his or her salary reduced by virtue of the coming into force of this agreement.

(j) An officer who acts as cashier, wages or pay clerk and handles cash, or a meter-reader who collects cash, in any one week shall be paid 11s. 6d. as a risk allowance for that week in addition to the rate to which such worker is entitled under subclause (a) or (b) of this clause.

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

(l) Every temporary or casual officer shall be paid 20 per cent *pro rata* above the weekly rate.

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

(n) Where an officer employed by the board obtains a full pass (subject to the sectional examinations) in one of the examinations listed below, he or she shall, on completion of the salary year in which he or she obtains the pass and each year thereafter, have added to his or her appropriate scale an allowance as denoted below: Provided that an officer holding more than one qualification shall be paid for that carrying the higher allowance.

The allowance shall apply or continue only while the officer concerned is engaged on duties to which the qualification is appropriate:

(1) B.Com., B.E., A.M.I.E.E., B.Sc., LL.B. an allowance of £50.

(2) New Zealand Institute of Local Body Administration Officers Chartered Institute of Secretaries (England) Accountancy Professional. An allowance of £17 10s. on passing three sections with a maximum of £50 on completion.

(o) If any increases in rates of remuneration are granted in the Taranaki, Wellington, Marlborough, Nelson and Westland Electric Power Board Officers' Award or by any general wage order issued by the Court of Arbitration between the date of coming into force of this agreement and its expiration, such increases shall be added to the rate of remuneration set out in this agreement and shall take effect as from the date they apply in such award or wage order.

(NOTE—The effect of the general order of the Court of Arbitration dated 18 September 1959, has been included in the rates of remuneration set out in this agreement.)

Holidays

6. (a) Holidays shall be allowed in accordance with the Annual Holidays Act 1944 but in the case of officers with 10 years' continuous service part of which may have been served with any other electric-power board or supply authority in New Zealand, or at the discretion of the board, similar local body experience in New Zealand, three weeks' holiday shall be allowed for the tenth and each subsequent year of service.

(b) The undermentioned holidays shall be allowed without deduction of pay and shall not count as part of the annual holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, Anniversary Day, and the day following New Year's Day, or two other days in lieu thereof to be arranged between the board and its employees. The employer shall notify the union of the two days agreed upon.

(c) In addition to any payment to which a worker is entitled under sub-clause (b) of this clause, time worked on any of the abovenamed holidays or on Sundays shall be paid for at twice the ordinary rate.

(d) The provisions of the Public Holidays Amendment Act 1948 shall be deemed to be incorporated in this agreement.

(e) This agreement shall not operate so as to reduce the aggregate number of days' holiday previously enjoyed by any officer during his or her present employment, nor shall the days mentioned in sub-clause (b) hereof be used in lieu of, or as an offset to such customary holidays.

Expenses

7. (a) All authorised out-of-pocket expenses incurred by any officer in the execution of his or her duties shall be paid by the board.

(b) Officers who provide their own cars approved by and at the request of the board for carrying out their official duties shall be paid an allowance in accordance with the Public Service scale.

(c) Officers shall be paid an allowance of 4s. for each week during which they may be required to use their own bicycles in the performance of their duties.

Rest Period

8. An interval not exceeding 10 minutes shall be allowed to the staff during each morning and afternoon.

Conditions of Employment

9. (a) All other things being equal, it is desirable that in making appointments to staff positions preference shall be given to officers already on the staff.

(b) Applicants before joining the staff shall present themselves for a medical examination by an approved doctor if required to do so.

(c) Reasonable accommodation shall be provided for the exclusive use of female officers. There shall also be provided a room with suitable couch accommodation to be used in cases of temporary indisposition.

(d) Adequate lighting, heating and ventilation shall be provided and adequate provisions shall be made for the housing of bicycles.

Clothing

10. (a) Where smocks or special clothing are required to be worn these shall be supplied and laundered at the employer's expense and shall remain the property of the employer.

(b) Officers required to work outside in all weathers shall be supplied with suitable waterproof clothing or where an allowance is made existing conditions shall continue.

Officer Performing Higher Grade Duties

11. Any officer who is instructed to perform the duties of a higher-grade officer under this agreement shall, if he or she occupies the higher-grade position for more than two weeks continuously be paid from the date upon which the higher-grade duties were commenced, and whilst performing such higher-grade duties at the rate not less than the minimum salary paid for the position.

Sick Leave

12. (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 parties to this agreement.

(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 or her in the event of such officer falling sick.

(3) In any case either party may refer a claim for sick leave to a disputes committee.

(b) The board 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 sub-clause (a) hereof.

Matters Not Provided For

13. The essence of this agreement being that the work of the board 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, 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 comprised of two persons representing the board and two persons representing the employees concerned, 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 union concerned of such dispute. Either side shall have the right to appeal to the Court against the decision of any such committee upon giving to the other side written notice of such appeal within 14 days after the decision has been made known to the parties desirous of appealing.

Termination of Employment

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

Unqualified Preference

15. (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 he is not already a member of a union of workers bound by this agreement, become a member of such union within 14 days after his 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 he continues in any position or employment subject to this award.

(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.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

16. (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 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in 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.

Effective Operation of Agreement

17. (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 times the office or works and there interview any workers, but not so as to impede the work.

(b) The board shall at all times keep a time and wages book showing in the case of each employee:

- (1) The name of the officer, together with age if under 21 years.
- (2) The kind of work on which the officer is usually employed.
- (3) The hours worked each day.
- (4) The wages paid on each pay-day and the date thereof.
- (5) Such other particulars as are prescribed by regulations.

(c) The board shall, upon request by the union, supply a list of its officers 18 years of age and over who are in receipt of adult salary, covered by this agreement, and the date of commencement of new employees: Provided however, that this request shall not be made more often than once every three months.

(d) The board shall allow any officer or executive member of the union leave of absence on pay to attend union business, provided such leave does not exceed 12 hours in any period of three calendar months.

Application of Agreement

18. This agreement shall apply to the Grey Electric Power Board and its employees provided for therein.

Scope of Agreement

19. This agreement shall operate throughout the Westland Industrial District.

Term of Agreement

20. This agreement insofar as the provisions relating to the rates of wages to be paid are concerned shall be deemed to have come into force on the 1st day of December 1963, and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof: and this agreement shall continue in force until 30 November 1965.

In witness whereof the parties hereto have executed these presents the day and the year first above written.

Signed for and on behalf of the Grey Electric Power Board—

W. S. McClymont, Secretary-Manager.

For the Wellington, Marlborough, Westland, Nelson and Taranaki Local Bodies' Officers' Industrial Union of Workers—

H. H. HARVEY, President.

P. M. BUTLER, Secretary.
