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New Zealand Insurance Workers—Award

Dated 19/12/74

Note: See clause 26 herein for the date on which rates of wages come into force.

NEW ZEALAND INSURANCE WORKERS—AWARD

In the Industrial Commission of New Zealand—In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand Insurance Workers Dispute of Interest between the New Zealand Insurance Guild Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):

NORTHERN INDUSTRIAL DISTRICT

Anthony Ryan and Company Limited, P.O. Box 5216, Auckland.
 Guardian Assurance Group, 229–231 Queen Street, Auckland.
 Metropolitan Life Assurance Company of New Zealand Limited, P.O. Box 1117, Auckland.
 New Zealand Co-operative Dairy Company Limited, Victoria Street, Hamilton.
 New Zealand Insurance Company Limited, Queen Street, Auckland.
 Robert H Townley Limited, P.O. Box 3583, Auckland.
 South British Insurance Company Limited, Shortland Street, Auckland.

TARANAKI INDUSTRIAL DISTRICT

A.A. Mutual Insurance Company, P.O. Box 741, New Plymouth.
 A.M.P. Society, Devon Street, New Plymouth.
 Taranaki Farmers' Mutual Ins. Association, High Street, Eltham.

WELLINGTON INDUSTRIAL DISTRICT

A.M.P. Society, Customhouse Quay, Wellington.
 A'sian T. & G. Mutual Life Society, Grey Street, Wellington.
 Colonial Mutual Life Ass. Society Limited, Customhouse Quay, Wellington.
 C. T. Bowring and Burgess Limited, P.O. Box 10–145, Wellington.
 Dominion Life Assn. Office of N.Z. Limited, Willis Street, Wellington.
 Hunt P. L. Limited, 292 Lambton Quay, Wellington.
 Insurance Council of New Zealand, P.O. Box 474, Wellington.
 Lumley, Edward and Son (N.Z.) Limited, 126 The Terrace, Wellington.
 Mutual Life and Citizens Assn. Company Limited, Hunter Street, Wellington.
 Primary Industries Insurance Company Limited, P.O. Box 616, Palmerston North.
 Sun Alliance and London Assn. Group, P.O. Box 797, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

Commercial Union Group, P.O. Box 142, Blenheim.
 Sun Alliance and London Ass. Group, P.O. Box 263, Blenheim.

NELSON INDUSTRIAL DISTRICT

A.M.P. Society, P.O. Box 432, Nelson.
 General Accident Assurance Group, P.O. Box 199, Nelson.
 New Zealand Insurance Company Limited, P.O. Box 285, Nelson.

WESTLAND INDUSTRIAL DISTRICT

S.I.M.U. Mutual Insurance Association, P.O. Box 234, Greymouth.
 New Zealand Insurance Company Limited, P.O. Box 18, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Colonial Mutual Life Assurance Society Limited, P.O. Box 144, Christchurch.
 Guardian Assurance Group, P.O. Box 1464, Christchurch.
 Royal Insurance Group, P.O. Box 130, Christchurch.
 S.I.M.U. Mutual Insurance Association, P.O. Box 2116, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Farmers Mutual Insurance Association, P.O. Box 5348, Dunedin.
 National Insurance Company of N.Z. Limited, P.O. Box 539, Dunedin.
 Phoenix Assurance Company of N.Z. Limited, P.O. Box 1304, Dunedin.
 Westray, J. B. & Company (N.Z.) Limited, 10 Esk Street, Invercargill.

The Industrial Commission, having taken into consideration the matter of the abovementioned dispute of interest, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, doth hereby order and award:

That the terms, conditions, and provisions set out in the Schedule hereto shall be binding on the parties to this award, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the said parties shall respectively do, observe, and perform every matter and thing by this award required to be done, observed, and performed, and shall not do anything in contravention of this award but shall in all respects abide by and perform it.

In witness whereof the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 19th day of December 1974.

(L.S.)

G. O. Whatnall, President.

ARRANGEMENT

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11	Public Holidays
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17	Part-Time Workers
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19	Security
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26	Term of Award

SCHEDULE

INDUSTRY TO WHICH AWARD APPLIES

1. (a) This award shall apply to all members of the indoor clerical staff, inspectors, and claims assessors who are in receipt of a salary up to and including the male salary payable for the fourth annual step of Grade V plus the annual allowance payable for the attainment by examination of the Fellowship of the Insurance Institute of New Zealand, and who are engaged either wholly or for the greater part of their time in insurance work and/or trustee or executor duties for any insurance company or any insurance company acting as agents for any trustee and executor company of any institution or company subsidiary to any insurance company, or merged in any insurance company, and to all other such officers who are engaged wholly or for the greater part of their time in insurance work for other companies or employers carrying on insurance business in New Zealand.

(b) Industrial superintendents supervising four or more agents shall be paid not less than \$79.33 per week by way of salary, commissions, and/or other earnings and shall be allowed an annual holiday as prescribed in this award but shall not otherwise be bound by the provisions of this award, except that clause 22 (Unqualified Preference) shall apply. For the purposes of determining holiday pay under clause 12 of this award ordinary pay shall be defined as the basic salary or \$79.33 whichever is the greater.

(c) Messengers employed substantially as such shall not be bound by this award.

CLASSIFICATIONS AND SALARY SCALES

2. (a) *Grade I*—A worker shall be assigned to Grade I if wholly or substantially engaged to perform the duties covered by one or more of the following benchmark positions or a position of the same or substantially similar skill and responsibility.

Accounts Clerk I—A worker wholly or substantially engaged in performing under close supervision simple routine accounting operations such as posting simple entries from source documents, reconciling bank accounts, or posting subsidiary ledgers controlled by general ledgers. A knowledge of accounting and bookkeeping principles is not required.

General Clerk I—A worker who performs work not otherwise specified in this grade or who performs a variety of mixed clerical functions not falling wholly or substantially within any other classifications within this grade. This work may include such simple routine office duties as compiling data for reports, tabulating, posting, checking of calculations, comparing figures, sorting, matching and distributing documents, routine maintenance of records, routine correspondence and may also include typing.

Cashier I—A worker wholly or substantially engaged under supervision on simple, routine duties of receiving payments, issuing receipts, and preparing banking.

Receptionist—A worker who is wholly or substantially engaged in normal counter reception duties, but excluding any discussion of business matters.

Telephonist—A worker wholly or substantially engaged in operating a PABX switchboard, keeping a record of toll calls, checking telephone accounts.

Typist I—A worker wholly or substantially engaged in typing letters, stencils, forms or other material from draft, corrected copy or audiotape or short-

hand. Such worker may also run off work on duplicating or copying machines and perform other office duties appropriate to this grade.

Filing Clerk—A worker wholly or substantially engaged on locating, sorting and filing correspondence, cards, invoices, receipts and other records in alphabetical, numerical or subject order in an established filing system.

Mailing Clerk—A worker wholly or substantially engaged in opening, sorting, distributing incoming mail and despatching outgoing mail. Such worker may also maintain records of registered mail and postages.

Addressing Machine Operator—A worker wholly or substantially engaged in operating a manual or automatic addressing machine in printing names, addresses, amounts and similar information on envelopes, cards, forms, cheques, mailing lists and other media. Such worker may also maintain address plate files and perform other office duties appropriate to this grade including collating, enveloping and franking.

Key Punch Operator—A worker wholly or substantially engaged in operating alphabetical and/or numeric key punch and verifier equipment to transcribe accounting and statistical data from source documents on to punched cards or tape.

Batch Clerk—A worker wholly or substantially engaged in encoding, sorting and balancing batches of data input for subsequent computer processing. Such work may include entering balances in control registers and general checking of content of computer input forms.

Accounting Machine Operator I—A worker wholly or substantially engaged in operating an accounting or bookkeeping machine fitted with vertical and cross-adding registers to process and keep a record of business transactions including such duties as accounts payable, accounts receivable, payroll, cost and/or expense distribution, inventory control and similar functions. Such worker may have work allocated by and under supervision of an Accounting Machine Operator Grade II.

Fire, Accident, Marine Underwriting Clerk I—A worker wholly or substantially engaged in processing including checking and all other action required for new business, endorsements, cancellations and renewals or any other section of those categories on straightforward process jobs under close supervision while acquiring basic insurance knowledge.

Life New Business Clerk I—A worker wholly or substantially engaged in processing proposals for new business, checking for completeness, calculating and checking premiums and recording information, or any one of these tasks on straight-forward process jobs under close supervision while acquiring basic insurance knowledge.

Claims Clerk I—A worker wholly or substantially engaged in routine work associated with claims such as recording, opening claims files, checking details with policy records, checking calculations, filing, drawing but not authorising cheques and similar duties including compilation of statistics or any similar straight-forward process jobs under close supervision while acquiring basic insurance knowledge.

Investment Clerk I—A worker wholly or substantially engaged in routine processing of applications for loans on mortgages, preparing share transfer documents, recording stock and share registers, or any of these or similar tasks under close supervision while acquiring basic insurance knowledge.

Trust Clerk I—A worker wholly or substantially engaged in straight-forward routine work associated with trustee accounting and administration duties, working under close supervision while acquiring basic knowledge of trustee work.

Grade I Salaries—The following shall be the minimum rates of salaries which shall be paid to workers assigned to Grade I positions:

	Payable on and from July 1974	Payable from 1 July 1974 to 30 Sept. 1974	Payable on and from 1 Oct. 1974 Second step Equal pay Females
	Males Per Annum \$	Females Per Annum \$	Females Per Annum \$
First Year	2,137	2,137	2,137
Second Year	2,317	2,317	2,317
Third Year	2,584	2,584	2,584
Fourth Year	2,844	2,844	2,844
Fifth Year	3,112	3,033	3,074
Sixth Year	3,579	3,221	3,400
Seventh Year	3,928	3,417	3,673
Eighth Year	4,278	3,637	3,958
Ninth Year	4,533	3,761	4,147

(b) *Grade II*—A worker shall be assigned to Grade II if wholly or substantially engaged to perform under frequent supervision the duties covered by one or more of the following benchmark positions or a position of the same or substantially similar skill and responsibility.

Accounts Clerk II—A worker wholly or substantially engaged in performing accounting duties of a varied nature in keeping one or more sections of a complete set of books or records of business transactions requiring a working knowledge of general accounting and bookkeeping procedures.

General Clerk II—A worker engaged to perform a variety of mixed functions or specific insurance duties requiring a working knowledge of clerical procedures.

Cashier II—A worker wholly or substantially engaged in the duties described in Cashier I and in addition is required to have a working knowledge of cash and banking procedures, and of the company's internal accounting system, in so far as they are affected by cash and banking procedures.

Typist II—A worker wholly or substantially engaged in the duties described for Typist Grade I, but in addition requires a high degree of speed and accuracy, a working knowledge of business and office procedures and a varied technical or specialised vocabulary and/or may be responsible for the control and supervision of at least one other typist.

Key Punch Operator in Charge—A worker wholly or substantially engaged in duties described for Key Punch Operator Grade I, but in addition is responsible for the control and supervision of at least one other key punch operator.

Accounting Machine Operator II—A worker wholly or substantially engaged in duties described for Accounting Machine Operator Grade I, but in addition is responsible for the control and supervision of at least one other accounting machine operator.

Fire, Accident, Marine Underwriting Clerk II—A worker wholly or substantially engaged in the duties described for Underwriting Clerk Grade I but of a more advanced nature requiring a working knowledge of a variety of insurance theory and procedures to enable minor decisions to be made requiring limited judgement.

Life New Business Clerk II—A worker wholly or substantially engaged in the duties described for Life New Business Clerk Grade I, but of a more advanced nature requiring a working knowledge of a variety of new

business practice and procedures to enable minor decisions to be made requiring limited judgement.

Claims Clerk II—A worker wholly or substantially engaged in duties described for Claims Clerk Grade I, requiring a working knowledge of a variety of insurance theory and procedures to enable minor decisions to be made requiring limited judgement to process claim settlements.

Fire, Accident, Marine Inspector I—A worker wholly or substantially engaged in servicing selected clients' requirements by effecting new insurance covers, altering existing covers, assisting in completion of claims forms and general procurement of new business requiring a working knowledge of a variety of insurance theory and procedures to enable advice to be given to clients on simple routine situations with limited judgement involved.

Investment Clerk II—A worker wholly or substantially engaged in the duties described for Investment Clerk Grade I, but of a more advanced nature requiring a working knowledge of company investment policy and procedures to enable minor decisions to be made. Such worker works within limit of standard practice.

Investigating Assessor I—A worker wholly or substantially engaged in motor accident investigation and/or investigation of other classes of fire or accident claims, and capable of investigating uncomplicated claims while acquiring a basic insurance knowledge and learning investigating skills.

Trust Clerk II—A worker wholly or substantially engaged in trustee and executor duties described for Trust Clerk Grade I, but of a more advanced nature requiring a working knowledge of a variety of trustee accounting and administration functions to enable minor decisions to be made requiring limited judgement.

Grade II Salaries—The following shall be the minimum rates of salaries which shall be paid to workers assigned to Grade II positions:

	Payable on and from July 1974 Males Per Annum \$	Payable from 1 July 1974 to 30 Sept. 1974 Females Per Annum \$	Payable on and from 1 Oct. 1974 Second step Equal pay Females Per Annum \$
First annual step ..	3,112	3,033	3,074
Second annual step ..	3,579	3,221	3,400
Third annual step ..	3,928	3,417	3,673
Fourth annual step ..	4,278	3,637	3,958
Fifth annual step ..	4,533	3,761	4,147
Sixth annual step ..	4,710	3,910	4,310
Seventh annual step ..	4,886	4,055	4,472

(c) *Grade III*—A worker shall be assigned to Grade III if wholly or substantially engaged to perform duties covered by one or more of the following benchmark positions or a position of the same or substantially similar skill and responsibility.

Accounts Clerk III—A worker wholly or substantially engaged in performing accounting duties of a specialised nature requiring a detailed working knowledge of general accounting principles and insurance financial

practices, and who makes decisions within the limit of standard practice under general supervision.

General Clerk III—A worker engaged on a variety of mixed clerical functions requiring a detailed working knowledge of insurance theory and procedures. Such worker makes decisions within the limit of standard practice under general supervision, and may be required to assist in the guidance and training of General Clerks Grades I and II.

Fire, Accident, Marine Underwriting Clerk III—A worker wholly or substantially engaged in duties described for Fire, Accident, Marine Underwriting Clerks Grades I and II, and requiring a detailed working knowledge of insurance theory and procedures. Such worker makes decision within the limit of standard practice under general supervision and may be required to assist in the guidance and training of Underwriting Clerks Grades I and II.

Life New Business Clerk III—A worker wholly or substantially engaged in the duties described for Life New Business Clerks Grades I and II, and requiring a detailed working knowledge of company new business and related practices and procedures. Such worker makes decisions within the limit of standard practice under general supervision and may be required to supervise other New Business Clerks.

Claims Clerk III—A worker wholly or substantially engaged in some or all of the duties fully described for Claims Clerk Grade I, and requiring a detailed working knowledge of insurance theory and procedures. Such worker makes decisions in claim settlements within the limit of standard procedures under general supervision, and may be required to assist in guidance and training of Claims Clerks Grades I and II.

Fire, Accident, Marine Inspectors II—A worker wholly or substantially engaged in duties detailed for Fire, Accident, Marine Inspector I (Grade II) requiring a detailed working knowledge of insurance theory and procedures to enable advice to be given to clients within standard situations under general supervision. Such worker may be required to assist in guidance and training of Inspector I (Grade II).

Investment Clerk III—A worker wholly or substantially engaged in the duties described for Investment Clerk Grade II, and requiring a detailed working knowledge of company investment policy and procedures. Such worker works under general supervision and makes decisions requiring some judgement within the limits of standard practice and may be required to assist in guidance and training of Investment Clerks I and II.

Investigating Assessor II—A worker wholly or substantially engaged in duties described for Investigating Assessor I (Grade II) but in addition requiring a working knowledge of a variety of insurance theory and procedures to enable the handling of the investigations of all claims other than those of a serious nature. Such worker works under general supervision.

Trust Clerk III—A worker wholly or substantially engaged in the duties described for Trust Clerks Grades I and II, and requiring a detailed working knowledge of company policy and procedures. Such worker makes decisions within the limit of standard practice under general supervision and may be required to assist in guidance and training of Trust Clerks Grades I and II.

Typist III—A worker wholly or substantially engaged in duties described for Typist Grade II, but in addition has an advanced knowledge of business and office procedures or has responsibility for the control and supervision of at least four other typists.

Grade III Salaries—The following shall be the minimum rates of salaries which shall be paid to the workers assigned to Grade III positions:

	Payable on and from 1 July 1974 Males Per Annum \$	Payable from 1 July 1974 to 30 Sept. 1974 Females Per Annum \$	Payable on and from 1 Oct. 1974 Second step Equal pay Females Per Annum \$
First annual step ..	4,710	3,910	4,310
Second annual step ..	4,886	4,055	4,472
Third annual step ..	5,130	4,257	4,694
Fourth annual step ..	5,294	4,394	4,844
Fifth annual step ..	5,457	4,530	4,994
Sixth annual step ..	5,619	4,665	5,142

(d) *Grade IV*—A worker shall be assigned to Grade IV if wholly or substantially engaged to perform the duties covered by one or more of the following benchmark positions or a position of the same or substantially similar skill and responsibility.

Accounts Clerk IV—A worker wholly or substantially engaged in performing accounting duties of a complex and specialised nature requiring a comprehensive knowledge of general accounting principles and insurance financial practices. Such worker may have limited supervisory and training responsibilities.

General Clerk IV—A worker engaged on a variety of mixed clerical functions requiring a comprehensive knowledge of insurance theory and procedures. Such worker may have limited supervisory and training responsibilities.

Fire, Accident, Marine Underwriting Clerk IV—A worker wholly or substantially engaged in the duties described for Fire, Accident, Marine Underwriting Clerks Grades I, II, and III, and requiring a comprehensive knowledge of insurance theory and procedures. Such worker may have limited supervisory and training responsibilities.

Fire, Accident, Marine Claims Clerk IV—A worker wholly or substantially engaged in some or all of the duties described for Claims Clerks Grades I, II, and III, and requiring a comprehensive knowledge of insurance theory and procedures to process complex claims situations. Such worker may have limited supervisory and training responsibilities.

Fire, Accident, Marine Inspectors III—A worker wholly or substantially engaged in duties described for Fire, Accident, Marine Inspectors I and II (Grades II and III), and requiring a comprehensive knowledge of insurance theory and procedures to enable advice to be given to clients under complex situations. Such worker may have limited supervisory and training responsibilities. This classification would include such sole charge positions as a resident inspector with one clerical/typist assistant.

Investigating Assessor III—A worker wholly or substantially engaged in the duties described for Investigating Assessors I and II (Grades II and III) and requiring a comprehensive knowledge of insurance theory and procedures to enable the handling of the investigations of fire and accident claims. Such worker requires minimal supervision.

Repair Assessor—A worker wholly or substantially engaged in assessing motor vehicle smash damage and arranging the completion of written repair contracts. Such worker requires minimal supervision.

Trust Clerk IV—A worker wholly or substantially engaged in the duties described for Trust Clerk Grades I, II, and III, and requiring a com-

prehensive knowledge of appropriate theory and procedures. Such worker may have limited supervisory and training responsibilities.

Grade IV Salaries—The following shall be the minimum rates of salaries which shall be paid to the workers assigned to Grade IV positions:

	Payable on and from 1 July 1974 Males Per Annum \$	Payable from 1 July 1974 to 30 Sept. 1974 Females Per Annum \$	Payable on and from 1 Oct. 1974 Second step Equal pay Females Per Annum \$
First annual step ..	5,457	4,530	4,994
Second annual step ..	5,619	4,665	5,142
Third annual step ..	5,879	4,881	5,380
Fourth annual step ..	6,129	5,087	5,608

(e) *Grade V*—A worker shall be assigned to Grade V where the worker is wholly or substantially engaged to perform duties described by one or more of the following benchmark positions or who is in a position of the same or substantially similar skill and responsibility.

- (i) A worker who has the level of knowledge for a Grade IV position, is a 1st line supervisor responsible for supervision of a unit or function, and is responsible for the supervision of the overall organisation, work flow, methods and training within a unit which includes complex work. Staff supervised must include at least two Grade III or IV workers.

A 1st line supervisor is a worker who is responsible in the first instance for on the job training and supervision of staff and who, in turn, has a higher level of supervisor who has final responsibility for staff supervised and work performed.

- (ii) A worker responsible for the performance of a technical or specialist function which requires the level of knowledge for a Grade VI position, and an intensive knowledge of the theory and practice of the function, and should include responsibility for significant decisions based upon precedent or established policy. Such specialised duties may be combined with some supervisory duties.

- (iii) *Inspector IV*—A worker wholly or substantially engaged in the duties described for Inspectors II and III requiring an advanced knowledge to enable the handling of very complex insurance accounts. Such workers may have the supervisory and training responsibilities as defined in paragraphs (i) and (ii) above. This classification may include a position such as a Resident Inspector with supervisory and training responsibilities for clerical/typist assistant(s) and one or more inspectors.

Grade V Salaries—The following shall be the minimum rates of salaries which shall be paid to the workers assigned to Grade V positions:

	Payable on and from 1 July 1974 Males Per Annum \$	Payable from 1 July 1974 to 30 Sept. 1974 Females Per Annum \$	Payable on and from 1 Oct. 1974 Second step Equal pay Females Per Annum \$
First annual step ..	5,879	4,881	5,380
Second annual step ..	6,129	5,087	5,608
Third annual step ..	6,380	5,306	5,843
Fourth annual step ..	6,620	5,521	6,071

(f) *Qualifications*—(i) Employees appointed to a Grade I position who have passed the School Certificate Examination shall receive one year's advancement on the Grade I salary scales.

Definition of "Pass in School Certificate Examination"—

- (1) Employees who have passed the School Certificate Examination up to and including the examination conducted in 1967;
- (2) In respect of the examinations conducted subsequent to 1967: a minimum of 30 per cent in English and either:
 - (a) An aggregate of 180 marks including three subjects with 50 per cent or more; or
 - (b) Two subjects with 50 per cent and two subjects with 40 per cent or more; or
 - (c) An aggregate of 225 marks in up to five subjects.
- (ii) Employees appointed to a Grade I position with University Entrance shall receive two years' advancement on the Grade I salary scale.
- (iii) All employees attaining the following qualifications shall be paid the additional rates shown below:

Examinations of the Insurance Institute of New Zealand and Australia or the Chartered Insurance Institute:

Fellowship—\$250 per annum
 Associateship—\$150 per annum
 Life Diploma—\$75 per annum

Executor and Trustee Institute:

Fellowship—\$250 per annum
 Associateship—\$225 per annum
 Senior Membership—\$150 per annum

Maximum accumulation—\$250 per annum

PROVISIONS FOR JOB GRADING AND EQUAL PAY IMPLEMENTATION

3. (1) GENERAL

(a) *Assignment to Grades*—Employees shall be assigned to grades, as set out in subclauses (a), (b), (c), and (d) of clause 2, according to the duties which they are wholly or substantially engaged to perform.

(b) *Existing Salary*—If as a result of the introduction of the job classification and grading system an employee's current salary exceeds the maximum salary of the determined grade for that employee's job, the employee shall not suffer any reduction in salary. During the period that the employee continues to receive a salary in excess of the maximum of the determined grade any increase in the award salary for the maximum of the determined grade is to be paid to the employee.

(c) *Salary on Appointment—Grade I*—(i) For the purpose of determining the commencing salary on appointment to a Grade I position and in addition to the provisions of clause 2 (e), time worked in any clerical or typist capacity shall be counted as if it had been time worked in an insurance office.

(ii) Notwithstanding the preceding paragraph (i) where an employee of 55 years of age or over is employed under this award without insurance experience he shall be paid a commencing salary not less than the salary provided herein for the eighth year of Grade 1.

(d) *Salary on Appointment—Grades II, III, IV, and V*—An employee appointed to a position within Grades II, III, IV, and V will have his salary determined by (i) the grading of the position and (ii) time worked by the employee in positions of equivalent or higher grading.

In the case of an appointment to a position within Grade II, the commencing salary shall not be less than the salary which would be payable if the employee had been appointed to a Grade I position.

(e) *Salary Progression Within Grades*—Salary progression within the grades shall be by automatic annual increments to the maximum salary prescribed for that grade. Employees' incremental dates shall be determined in the following manner:

Grade I employees—the first and subsequent anniversaries of the date of appointment;

Grade II, III, IV, and V employees—the first and subsequent anniversaries of the date of promotion from a lower grade or if not promoted, the first and subsequent anniversaries of the date of appointment to the post held.

(f) *Salary Progression Between Grades*—(i) Movement from a lower to a higher grade is by promotion to the higher grade. Where an employee is promoted from a lower grade to a higher grade and the salary levels of the two grades overlap, the employee is to receive at the date of promotion at least one year's increase in salary level. The anniversary date of the promotion becomes the employee's new incremental date.

(ii) Notwithstanding the above paragraph, progression from Grade I to Grade II shall be on the following basis:

Grade I step at time of promotion	Commencing Step Grade II
1, 2 or 3	1
4	2
5	3
6, 7, 8 or 9	next highest salary level

(2) PLACEMENT OF MALE EMPLOYEES WITHIN SALARY SCALES FOR GRADES

(a) *Grade I*—A male employee's salary for a Grade I position as at 1 October 1973 shall be determined in accordance with the provisions of clause 2 (e) and subclauses (1) (b) and (c) of this clause.

(b) *Grades II, III, IV and V*—A male employee's salary for a position graded within Grades II, III, IV, and V as at 1 October 1973 shall be determined in accordance with the provisions of clause 2 (e) (iii) and subclause (1) (b) of this clause, and by making appropriate allowance for the time he has performed the duties of the graded position or other duties of the same or higher grade.

(3) PLACEMENT OF FEMALE EMPLOYEES WITHIN SALARY SCALES FOR GRADES

(a) *Grades I, II, III, IV, and V*—A female employee's salary for a position graded within any of the four grades as at 1 October 1973 shall be determined on the basis of actual years of clerical service (subject always to clause 2 (e) and subclauses (1) (b) and (c) of this clause in the case of Grade I positions, and clause 2 (e) (iii) and subclause (1) (b) of this clause in the case of Grade II, III, IV, and V positions) and by making appropriate allowance for the time she has performed the duties of the graded position, or other duties of the same or higher grade. If, however, her salary at 30 September 1973 was in excess of the figure so determined, her salary shall be increased by not less than one-fifth of the difference between her salary at 30 September and the male salary appropriate to her grade and service within that grade.

If a female employee is receiving a salary in excess of the male rate for an equivalent position, she shall be deemed to be receiving equal pay for the purposes of this award.

(4) TRANSITIONAL PROVISIONS

Because of the changes in Grading structures in the award effective 1 July 1974, the following special provisions shall apply to the gradings of workers at that date:

Any worker whose award entitlement as at 30 June 1974 is that specified in column "A" below, shall, as from 1 July 1974, be advanced to the award level specified in column "B", and shall thereafter progress on the current grade on the normal years of service basis, or on other grades upon promotion to that grade in accordance with clause 3 (1) (f).

Any regrading arising from this transitional provision shall be additional to any annual increment to which the worker would normally be entitled.

	Column A	Column B
(a)	Grade 2 Year 2	Grade 2 Year 4
	Grade 2 Year 3	Grade 2 Year 5
	Grade 2 Year 4	Grade 2 Year 6
	Grade 2 Year 5	Grade 2 Year 6
	Grade 2 Year 6	Grade 2 Year 7
(b)	Grade 3 Year 1	Grade 3 Year 2
	Grade 3 Year 2	Grade 3 Year 3
	Grade 3 Year 3	Grade 3 Year 4
	Grade 3 Year 4	Grade 3 Year 5
	Grade 3 Year 5	Grade 3 Year 6
(c)	Grade 2 Year 1	Grade 2 Year 1

This transition shall apply only where the worker was graded in accordance with column A on or after 1 October 1973, and immediately prior to that grading being applicable, the worker was on either year 1, 2, or 3 of Grade I.

	Column A	Column B
(d)	Grade 2 Year 1	Grade 2 Year 2

This transition shall apply only where the worker was graded in accordance with column A on or after 1 October 1973, and immediately prior to that grading being applicable, the worker was on year 4 of Grade I.

	Column A	Column B
(e)	Grade 2 Year 1	Grade 2 Year 3

This transition shall apply only where the worker was graded in accordance with column A on or after 1 October 1973, and immediately prior to that grading being applicable, the worker was on year 5 of Grade I.

HOURS OF WORK

4. (a) The ordinary hours of work shall not exceed $37\frac{1}{2}$ hours per week or eight hours per day to be worked on five days per week, Monday to Friday inclusive, and between the hours of 8 a.m. and 5.30 p.m.: Provided that variations to the ordinary hours of work may be made only with the written agreement of the union's General Secretary.

(b) *Shift Work*—Shifts may be worked as required by the employer, by workers operating computers or by workers employed on work in connection with data processing. The following conditions shall apply:

- (i) The ordinary hours of a shift worker shall not exceed five shifts or not more than eight hours on any five consecutive days.
- (ii) The ordinary hours of work shall be fixed by roster and shall not be varied more often than once in any week except in the case of emergency. For the purpose of this subclause, "roster" means a schedule of duty times showing in advance the days of the week and/or shifts when any worker is due to work and to be off work respectively, and "rostered" has a corresponding meaning.

- (iii) Unless mutually agreed to the contrary between the employer and the shift worker or except in the case of an emergency, rostered days off shall be arranged to fall consecutively.
- (iv) A paid meal break of not less than half an hour shall be paid within each shift after not more than five hours' continuous work, unless the worker would cease duty within such period of 30 minutes.
- (v) When a worker is required to work on Saturday or Sunday as part of his ordinary working hours, he shall be paid in addition to his ordinary wages (including shift allowance) the following extra payments—
 - (a) In respect of shifts commencing after midnight on Friday and up to midnight on Saturday, payment at one half of his ordinary rate;
 - (b) In respect of shifts commencing after midnight on Saturday and up to midnight on Sunday, payment at his ordinary rate.
- (vi) A worker employed on afternoon shifts shall while so employed be paid a shift allowance of \$1.20 per shift in addition to his ordinary rate of pay. A worker employed on night shifts shall, while so employed, be paid a shift allowance of \$1.75 per shift in addition to his ordinary rate of pay.
 An afternoon shift means any shift commencing after 12 noon and finishing at or before midnight and a night shift means any shift finishing subsequent to midnight, and at or before 8 a.m. A morning shift means any shift commencing at or before 6 a.m.
- (vii) Time worked in excess of eight hours on any shift or time worked on any rostered day off shall be deemed to be overtime and shall be paid for at the rates prescribed in subclause (a) of clause 5 of this award: Provided that overtime rates shall not be payable where the overtime arises from arrangements made between the employees themselves.
- (viii) Shift workers required to work in excess of one hour's overtime following a shift shall either be provided with a suitable meal by the employer or shall be allowed meal money at the rate prescribed in subclause (c) of clause 5 of this award.
- (ix) When a shift worker ceases work after the cessation of regular public transport or is required to start work before the commencement of such public transport the employer shall defray reasonable expenses incurred when it is necessary for him to engage other than his ordinary means of transport. This provision shall only provide those special transport costs unavoidably incurred by the worker whose residence is within reasonable distance of his place of employment and from whose home public transport is normally available at the usual starting and finishing time for day workers.
- (x) All shift work performed on public holidays as prescribed in clause 11 of this award shall be paid at double the ordinary rate of pay for the hours worked. Where any of the above holidays are observed on a shift worker's rostered day off he shall be paid for such day at the ordinary rate of pay, or alternatively be allowed one day to be added to the worker's annual holiday.
- (xi) If shifts are being worked for less than three consecutive days outside of the hours prescribed in clause 4 of this agreement, appropriate overtime rates shall be paid for the time so worked.
- (xii) In lieu of the annual holidays provided in subclause (a) of clause 12 of this award shift workers regularly and continuously employed on afternoon or night shift or on three rotating shifts shall be allowed four weeks' annual holiday upon the completion of each year's service. The fourth week's holiday may be allowed either in conjunction with or separately from the first three weeks as the employer may decide. Any worker who is regularly and continuously employed for over six months

but less than 12 months on afternoon or night shifts or on three rotating shifts shall be allowed a corresponding proportion of the fourth week's holiday.

OVERTIME

5. (a) All time worked outside of or in excess of the hours prescribed in subclause (a) of clause 4 of this award shall be regarded as overtime and shall be paid for at the rate of time and a half for the first three hours on any one day and double time thereafter: Provided that overtime worked on any Saturday morning between the hours of 8 a.m. and 12 noon shall be paid for at time and a half rates: Provided, further, that for overtime worked in excess of three hours or after 12 noon on any Saturday double time rates shall be paid.

(b) Every worker who is employed on any Sunday shall be paid not less than double the ordinary rate of pay with a minimum payment for four hours.

(c) An employee required to work overtime beyond 6 p.m. on any day shall be paid \$1.25 meal money unless he or she can reasonably go home for the meal in the time allowed.

(d) Nothing in this clause shall apply to fire, accident and marine office inspectors, claims assessors and life office industrial superintendents, except that inspectors engaged in clerical work outside their normal inspectorial duties shall be paid overtime for the time so worked.

EXISTING CONDITIONS

6. No worker shall have his or her salary reduced, nor shall any worker have his or her annual holiday reduced by reason of the coming into force of this award, so long as the worker remains in the present employment.

SICK LEAVE

7. (a) Sick leave up to ten working days per annum shall be granted on full pay, provided medical evidence of incapacity (if required) is produced to the employer.

(b) Unused sick leave may be accumulated and used in any subsequent years, with a maximum accumulation of:

(i) for employees with up to ten years' service with the same employer: 40 working days.

(ii) for employees with over ten years' service with the same employer: an additional three working days for each additional year of service with a maximum accumulation of 75 working days.

(c) The provision for the accumulation of unused sick leave shall not apply retrospectively to sick leave unused prior to 1 October 1972.

(d) With respect to incapacity resulting from "work accident" as defined by the Accident Compensation Act, the first week of incapacity shall be paid in full by the employer and shall not be regarded as part of the sick leave entitlement of this award.

PAYMENT OF SALARIES

8. (a) Salaries shall be paid fortnightly and not later than Thursday in the pay week.

(b) All workers shall, on each payday when there has been an alteration to the net pay, be supplied in writing with details of the gross wages and all deductions, and the date to which their wages have been calculated.

(c) When a pay day falls on a public or annual holiday, payment of salaries shall be made not later than the working day immediately preceding the holiday.

TERMINATION OF EMPLOYMENT

9. (a) Two weeks' notice of the termination of the employment shall be given by either party; but nothing in this clause shall prevent an employer from summarily dismissing a worker for serious misconduct.

(b) Where the employment has terminated after two weeks' notice, all remuneration due shall be paid not later than 5 p.m. on the day on which the notice expires. Notwithstanding any previous arrangement for payment by cheque or direct credit the worker shall be entitled to receive such payment in cash.

DELEGATE TO UNION CONFERENCE

10. Any employee appointed a delegate to the annual conference or National Executive meeting of the union shall be granted the requisite leave without deduction from salary or loss of holidays.

PUBLIC HOLIDAYS

11. (a) The following shall be paid holidays, and shall not be considered as part of the annual leave: New Year's Day, and the following day, New Zealand Day, Good Friday, Easter Monday and the following day, Anzac Day, the Anniversary Day in each province, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day and the following day. Should New Year's Day and the following day, Christmas Day, Boxing Day and the day following, or Anniversary Day fall on either a Saturday or a Sunday the next succeeding working day or days shall be observed in their stead: Provided that by prior mutual agreement in writing between the employer and the union's General Secretary, the holiday for the day after Boxing Day, the day after New Year's Day, and the day after Easter Monday may be observed on some other day.

(b) In any locality where any of the above holidays is not generally observed another may be substituted by mutual agreement between the employers and the union subject, however, to the proviso that in the place of Anniversary Day employers in Christchurch and Napier districts shall observe Show Day. Invercargill and Southland employers shall observe the same Anniversary Day holiday as Otago or a day in lieu thereof.

(c) Any work performed on any of the holidays mentioned in subclause (a) of this clause (including days observed in lieu thereof) shall be paid for at double time rates in addition to the ordinary salary with a minimum payment for four hours.

(d) (i) Where any worker has been employed at any time during the fortnight ending on the day on which any of the whole holidays referred to above occurs, each employer who employs him during that fortnight shall, subject to paragraph (ii) of this subclause, pay him for the holiday, on or before the next regular pay day after the holiday, an amount equal to one-tenth of his salary for an ordinary working day multiplied by the number of ordinary working days on which he is employed during the fortnight by that employer.

(ii) Where on any ordinary working day during the fortnight ending as aforesaid any such person has not otherwise been employed in any employment in which he is entitled to payment for the holiday, the employer who last employed him during that fortnight shall be liable to pay him in respect of each day on which he was not otherwise employed as aforesaid an amount equal to one-tenth of his wages for an ordinary working day.

ANNUAL HOLIDAYS

12. (a) Every employee after 12 months' service shall be entitled to three weeks' leave of absence per annum paid on the basis of the employee's average weekly taxable earnings: Provided that the holiday pay does not exceed the

employee's ordinary pay plus 30 per cent and provided, further, that in no case shall the holiday pay be less than the employee's ordinary pay at the time of taking the holiday. For the purpose of calculating an employee's average weekly taxable earnings for the year the employer may fix a close-off date other than the anniversary date of the employee's commencement of employment.

(b) For the purposes of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act 1944.

(c) Where a holiday is taken in more than one period the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as provided in subclause (a) of this clause it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in subclause (d) of this clause subject to final adjustment and payment of any remainder after that date, provided that in no case shall the holiday pay be less than the employee's ordinary pay at the time of taking the holiday.

(d) Where the employment of any employee is terminated at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the employee, in addition to all other amounts due to him, an amount equal to 6 per cent of his gross taxable earnings but not exceeding 7.8 per cent of his gross ordinary pay for that period of employment.

(e) Where the period of employment is less than three weeks the amount to be paid as proportionate holiday pay shall be as prescribed by the Annual Holidays Act 1944.

(f) Where an employee is entitled to an annual holiday of four weeks instead of three weeks the provisions of subclause (d) of this clause shall be modified to provide payment of an amount equal to 8 per cent of the employee's gross taxable earnings but not exceeding 10.4 per cent of his gross ordinary pay for the period of his employment.

LONG SERVICE LEAVE

13. (a) A worker shall be entitled to special holidays as follows:

- (i) One special holiday of three weeks after the completion of 20 years and before the completion of 30 years of continuous employment with the same employer;
- (ii) One special holiday of four weeks after the completion of 30 years and before the completion of 40 years of continuous employment with the same employer;
- (iii) One special holiday of six weeks after the completion of 40 years' continuous service with the same employer.

(b) Should a worker have completed 30 years of continuous service with the same employer prior to the date of this award he shall not be entitled to the special holiday provided in paragraph (i) of subclause (a) of this clause. Should a worker have completed 40 years of continuous service with the same employer prior to the date of this award he shall not be entitled to the special holiday provided in paragraph (i) or (ii) of subclause (a) of this clause.

(c) All such special holidays provided for in subclause (a) of this clause shall be on ordinary pay as defined by the Annual Holidays Act 1944 and may be taken in one or more periods and at such time or times as may be agreed by the employer and the worker.

(d) If a worker having become entitled to a special holiday leaves his employment before such holiday has been taken he shall be paid in lieu thereof.

(e) The provisions of this clause shall not apply where an employer has in operation or brings into operation an alternative long service leave scheme for rewarding service, which is not less favourable to the worker than the foregoing.

(f) No worker shall during any period when he is on special holiday engage in any employment for hire or reward.

STAFF TRAINING

14. Where a worker is required to attend a training course or travel to and from such a course for a period of seven and a half hours between 8 a.m. and 5.30 p.m. on any Saturday, Sunday or public holiday, one day's leave in lieu thereof shall be granted.

RIGHT OF ENTRY

15. The secretary or other authorised representative of the union shall be entitled at all reasonable times, but not so as to interfere unreasonably with the employer's business, to enter upon the premises of any employer bound by this award for all or any of the following purposes:

- (a) To inspect the time and wages records of the employer in so far as they relate to workers bound by this award;
- (b) To interview any worker bound by this award in connection with its operation;
- (c) To make inquiries necessary for the effective operation of this award in so far as such inquiries relate to workers bound by this award.

NOTIFICATION

16. On the request of the union, but not more often than once in every six months, the employer shall supply a list of workers in his employment covered by this award.

PART-TIME WORKERS

17. Part-time workers shall be paid pro-rata the appropriate award salary except that where an employer is unable to offer full time employment to the worker, the worker shall be paid pro-rata the appropriate agreement salary plus 10 per cent.

This provision shall not be used for the purposes of reducing the hours of work or the earnings of any worker.

CONDITIONS AS TO EMPLOYEES

18. (a) Every employer shall permit his employees, should they so desire, to have their lunches during the period provided, on the premises.

(b) An interval of ten minutes shall be allowed each morning and afternoon to every employee for the purpose of having morning and afternoon tea without any deduction from pay. Tea, coffee, milk and sugar, shall be provided free of charge by the employer for morning and afternoon tea. Every employer shall allow such morning and afternoon tea/coffee to be prepared immediately prior to the morning and afternoon tea-breaks.

(c) In insurance and insurance brokers' offices in which not less than four clerical workers covered by this award are employed, reasonable dining accommodation shall be provided, if required. Where four or more clerical female workers covered by this award are employed, there shall be provided a cloakroom or enclosure in which privacy is secured for dressing. The cloakroom shall contain a suitable counter or table and a mirror. There shall also be provided, where practicable, a room with suitable couch accommodation for rest in cases of temporary indisposition; but where it is impracticable to set a room apart for that purpose it shall be sufficient if a couch or couches are provided in a portion of the cloakroom screened off from the place where clothing is hung.

(d) Adequate lighting, heating, ventilation, and ablution and toilet facilities shall be provided in all offices. In conjunction with ablution facilities, means of

drying shall be provided and where towels are supplied these shall be in such form as shall allow of exclusive use by each worker. Where female workers are employed there shall be suitable provision in toilets for the hygienic disposal of sanitary items.

(e) Where a worker is normally required to carry out exceptionally dirty work the employer shall supply a smock or protective clothing on request, and shall renew same as reasonably required, such clothing to remain the property of the employer.

SECURITY

19. (a) If requested by the employee, males under the age of 19 years and all females shall be escorted when required to carry coin or notes to or from a bank.

(b) An employee required to carry coin or notes outside the office shall be provided with a suitable satchel or bag which shall be used by the employee.

DISPUTES

20. (a) The procedure set out in the succeeding provisions of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on:

(i) The interpretation of this instrument; or

(ii) Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

(b) Either the workers' union or the employer or employers who are parties to any such dispute may invoke the procedure.

(c) The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be:

(i) Mutually agreed upon by the parties; or

(ii) If there is no such agreement, either a conciliator or a person appointed by him.

(d) A decision reached by a majority of the committee shall be decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either:

(i) Make a decision, which shall then be the decision of the committee; or

(ii) Refer the dispute forthwith to the Industrial Court for settlement.

(e) Subject to the right of appeal conferred by subclause (f) of this clause, the decision of the committee shall be binding on the parties to the dispute.

(f) Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall:

(i) Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and

(ii) Within seven days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and

(iii) Specify in each such notice the decision or the part of the decision to which the appeal relates.

(g) The essence of this clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that:

(i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;

- (ii) While the provisions of this clause are being observed no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(NOTE—This clause has been inserted in accordance with the requirements of section 115 of the Industrial Relations Act 1973.)

PERSONAL GRIEVANCES

21. (a) For the purposes of this clause, the expression “personal grievance” means any grievance that a worker may have against his employer because of a claim that he has been unjustifiably dismissed, or that other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.

(b) The standard procedure for the settlement of any personal grievance shall include the following:

- (i) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure;
- (ii) As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin;
- (iii) Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify the branch secretary or secretary or a duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative;
- (iv) If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker’s grievance, and of the issues, for all subsequent consideration of the case;
- (v) The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding three) nominated respectively by the union and the employer, with or without a chairman as the parties may decide;
- (vi) The employer shall have the right to be assisted or represented before the grievance committee by an employers’ organisation;
- (vii) If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court;
- (viii) The reference to the Court may be made by the employer or his representative, or by the worker’s union or its representative, or by both;
- (ix) The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a decision or award by way of a final settlement which shall be binding on the parties;
- (x) It shall be the duty of every party to the award or agreement to promote the settlement of personal grievances under the procedures hereinbefore provided and to abstain from any action that might impede the effective functioning of the procedures.

(c) For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen:

- (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
 - (ii) While the provisions of the procedure for the settlement of the personal grievance are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.
 - (d) Any statements made or information given in the course of any proceedings before a grievance committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.
 - (e) In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this clause may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:
 - (i) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him;
 - (ii) His reinstatement in his former position or in a position not less advantageous to him;
 - (iii) The payment to him of compensation by his employer.
- (NOTE—This clause has been inserted in accordance with the requirements of section 117 of the Industrial Relations Act 1973.)

UNQUALIFIED PREFERENCE

22. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award, shall, if he is not already a member of a union of workers bound by this award, 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 award 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 award.

(d) Every employer bound by this award commits a breach of this award 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 of any age who for the time being is in receipt of not less than the minimum rate of wages payable to a person of the age of 18 years or upwards.

(NOTE—Attention is drawn to section 104 of the Industrial Relations Act 1973 which gives to workers the right to join the union.)

UNDER-RATE WORKERS

23. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on application of the worker after due notice to the union, by the local Inspector of Awards and Agreements 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 and Agreements 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.

APPLICATION OF AWARD

24. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

SCOPE OF AWARD

25. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

TERM OF AWARD

26. This award, in so far 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 July 1974, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of June 1975.

In witness whereof the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 19th day of December 1974.

(L.S.)

G. O. Whatnall, President.

MEMORANDUM

The Commission, having heard representatives of the objecting parties, the New Zealand Clerical Employees Association and the New Zealand Insurance Guild Industrial Union of Workers, has decided to strike out as parties to the award the following:

Courtenay Atwool Assessors Limited, P.O. Box 4044, Auckland.

I. C. Lohrey Limited, P.O. Box 9453, Wellington.

Dominion Adjusters Limited, P.O. Box 520, Christchurch.

A. W. Smith and Company, 116 Rattray Street, Dunedin.

The Commission has also decided to strike out the following Medicare Societies:

New Zealand Medi-Care Society, P.O. Box 6563, Auckland.
Group Medicare Co-operative Society Limited, P.O. Box 3880, Wellington.
Mutual Health Society Limited, P.O. Box 2090, Wellington.

The Southern Cross Medical Care Society was struck out at the Council hearing by agreement between the parties.

Associated with the presentation of the terms of partial settlement was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974. After hearing the parties the Commission is satisfied that the application should be sustained.

The unqualified preference provision (clause 22) has been inserted in accordance with the agreement of all the assessors.

The rates of remuneration prescribed by this award are NOT to be increased by the application of the 9 per cent general wage adjustment that was effective from 1 July 1974 pursuant to the Wage Adjustment Regulations 1974.

Having regard to prevailing circumstances the Commission has, pursuant to section 92 (2) of the Industrial Relations Act 1973, consented to the specified period for which this award is to continue in force being less than one year from the date of making.

The assessors wish to record that the female wages effective from 1 October 1974, as specified in clause 2, represent the second increment under the Equal Pay Act 1972, reducing existing margins between male and female rates by 50 per cent.

The assessors further wish to record that nothing in the agreement shall prejudice the amendment of existing classifications or job definitions following their review during the currency of this agreement.

The employers' assessors wish to record that they have agreed to the exemption in clause 1 (a) based on the minimum salary plus additional salary for qualifications on the principle that this margin represents the highest level of salary provided for under the agreement.

G. O. Whatnall, President.