

MARLBOROUGH **LOCAL BODIES' OFFICERS.**---INDUSTRIAL
AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 21st day of June, 1938, between the Marlborough Local Bodies' Officers' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and the Marlborough County Council, the Marlborough Electric-power Board, the Blenheim Borough Council, and the Marlborough Hospital Board (hereinafter referred to as "the employers"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows:—

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

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

SCHEDULE "A."

Scope of Agreement.

1. (a) This agreement shall apply to officers appointed by Borough Councils, County Councils, Electric-power Boards, Hospital Boards, River Boards, and Town Boards with the exception of—

- (1) Chief or sole executive officers.
- (2) Hospital Board officers employed in a non-clerical capacity other than admitting (non-medical) officers, telephone enunciators, or inquiry clerks.
- (3) All officers in receipt of more than £350 per annum apart from overtime.

Definitions.

2. "Local-body officer" shall mean—

- (a) Any person who is employed by a local body and who is paid on the basis of a yearly salary.
- (b) Any person who is employed by a local body and the terms of his employment are not prescribed and fixed by an award or industrial agreement within the meaning of the Industrial Conciliation and Arbitration Act, 1925, and its amendments.

"Service" shall mean all clerical employment after the age of sixteen years subject to the Shops and Offices Act.

Rates of Pay.

3. (a) Male workers who are not specifically referred to in this agreement shall be paid in accordance with Grade A in the schedule of salaries according to service.

(b) Female workers shall be paid in accordance with Grade B in the schedule of salaries according to service.

(c) Officers receiving salaries or enjoying conditions in excess of those provided by this agreement shall not have their salaries or conditions reduced by reason of the coming into operation of this agreement.

(d) The basic wage shall be paid to male and female on attaining the age of twenty-one years.

(e) No officer shall be discharged as a consequence of this agreement in order that the work may be done at less than that officer's prescribed rates.

Hours of Work.

4. (a) The clock hours of starting and finishing may be fixed by the local body, but not so as to extend the hours of work to Saturdays where such days were not worked prior to the commencement of this agreement. Saturday work shall, where possible, be dispensed with, and the total working-hours are not to exceed thirty-nine hours in any one week without payment of overtime. The hours of work of outdoor workers and supervising officers may be varied to conform to those worked by the men they control or to meet emergencies that may arise, but not so as to exceed forty hours per week without payment of overtime.

(b) Meal-money: Officers required to work more than one hour in excess of the usual hours in any one day shall receive 1s. 6d. meal-money where meals are not provided.

Overtime.

5. (a) All hours worked in excess of thirty-nine hours (clerical), and forty hours in the case of outside men, shall be paid for at the rate of one-half as much again as the ordinary rates.

(b) No overtime is to be worked without the authority of the officer in charge.

Holidays.

6. (a) Each officer who has had twelve months' continuous service with the same employer shall be entitled to an annual holiday equal to two working-weeks and the customary days at Christmas observed by each local body.

The following days shall be observed as holidays and shall not count as part of the annual holiday, viz.: 1st January, 2nd January, Good Friday, Easter Monday, King's Birthday, Labour Day, Christmas Day, Boxing Day, Anniversary Day. Should any of the above holidays fall on a Sunday, the following Monday shall be observed.

(b) For work done on any of the above-mentioned days officers shall be paid at ordinary rates for the time worked in addition to their usual salary.

Sick-leave.

7. A local body shall not be bound to pay for time lost through sickness, accident, or default, or by voluntary absence from work with the consent of the employer.

Disputes.

8. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is 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 herein, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent Chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right of appeal to the Court of Arbitration against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Under-rate Workers.

9. (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 the 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 fourteen 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.

Union Officials' Right of Entry.

10. The secretary and/or president of the union shall have the right at all reasonable times, as agreed to by the officer in charge of the work, but not so as to interfere unreasonably with the employer's business, to enter upon the premises of any employer bound by this agreement for the purpose of making inquiries which are necessary for the proper and effective operation of this agreement.

Workers to be Members of Union.

11. (a) 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 or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

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

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

12. This agreement shall come into force on the 1st April, 1938, and continue until 30th September, 1938.

13. This agreement shall operate in respect of all the parties hereto and in respect of all other parties in the Marlborough Industrial District who may from time to time signify their concurrence.

SCHEDULE "B."

Schedule of Salaries according to Service.

Grade A.—The following shall be the minimum rates of pay for male workers unclassified in this agreement:—

				Annual Salary.
				£
First six months	..	..	..	65
Second six months	..	..	..	78
Third six months	..	..	..	91
Fourth six months	..	..	..	104
Fifth six months	..	..	..	117
Sixth six months	..	..	..	130
Fourth year	..	..	..	160
Fifth year	..	..	..	200
Sixth year	..	..	..	225
Seventh year	..	..	..	250
Eighth year	..	..	..	275

Grade B.—The following shall be the minimum rates of pay for female workers in this agreement:—

				Annual Salary.
				£
First six months	..	..	..	52
Second six months	..	..	..	60
Third six months	..	..	..	70
Fourth six months	..	..	..	80
Fifth six months	..	..	..	90
Sixth six months	..	..	..	104
Fourth year	..	..	..	117
Fifth year	..	..	..	130
Sixth year	..	..	..	143
Seventh year	..	..	..	156
Eighth year	..	..	..	169

Officers receiving salaries in excess of £275 in the case of males and £169 in the case of females shall have their salaries reviewed every twelve months.

Positions specially classified.

				Per Annum.
				£
Traffic inspectors	..	..	..	275
Overseers	..	..	..	325

Officers engaged in the above work may have their hours of work altered from the usual hours and days, and may include hours of duties on Saturdays, Sundays, and holidays without payment of overtime: Provided that the total hours worked do not exceed forty in any one working-week of five days without payment of overtime, work performed on any holiday as referred

to in clause 6 hereof shall be compensated for by a day's extra holiday to be added to the annual leave for each holiday so worked.

Signed on behalf of the Marlborough Local Bodies' Officers' Industrial Union of Workers—

V. UNDERHILL.
BRIAN MILLS.

Signed on behalf of the Marlborough County Council—
Marlborough County Council:

A. J. MACLAINE, County Clerk.

Signed on behalf of the Marlborough Electric-power Board—
Marlborough Electric-power Board:

G. MACLEAN.

Signed on behalf of the Blenheim Borough Council—
Blenheim Borough Council:

T. F. BULL.

Signed on behalf of the Marlborough Hospital Board—
Marlborough Hospital Board:

GEO. MITCHELL, Secretary.