

AUCKLAND ELECTRIC-POWER BOARD CLERICAL AND OTHER OFFICERS—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 18th day of November, 1948, between the Auckland Electric-power Board and the Auckland Provincial District Local Authorities' Officers' Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided, further, that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 18th day of November, 1948 between the Auckland Electric-power Board, of the one part, and the Auckland Provincial District Local Authorities' Officers' Industrial Union of Workers, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 30th day of November, 1948.

[L.S.]

A. TYNDALL, Judge.

AUCKLAND ELECTRIC-POWER BOARD CLERICAL AND OTHER
OFFICERS—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 18th day of November, 1948, between the Auckland Electric-power Board (hereinafter called "the Board" or "the employer"), of the one part, and the Auckland Provincial District Local Authorities' Officers' Industrial Union of Workers (hereinafter called "the union"), of the other part, whereby it is mutually agreed by and between the said parties as set out in the following schedule:—

SCHEDULE

1. *Scope of Agreement*

This agreement shall apply to all employees of the Auckland Electric-power Board except those covered by, or subject to any other award or industrial agreement, or any employee in receipt of a basic salary in excess of £470 per annum in the case of males and £320 per annum in the case of females.

This agreement shall not apply to University or other students who may be temporarily employed by the Board.

2. Hours of Work

(a) Except as hereinafter provided in subclause (b) hereof, 37½ hours shall constitute a week's work and shall be worked between the hours of 8 a.m. and 5 p.m. on Monday to Friday, both days inclusive, but not more than 7½ hours on any one day without the payment of overtime with an interval of one hour for lunch.

(b) Telephone operators may work shifts as required, without the payment of overtime, provided that not more than 7½ hours are worked in any one day or more than 112½ hours are worked in each three weekly period.

(c) The Board may require the staff to work between the hours of 6.30 and 9 p.m. on Friday evenings, in which case overtime rates shall be paid.

3. Remuneration or Wages

(a) Subject to any special provisions contained elsewhere in this agreement, the increment shown in grades 1, 2 and 6 shall be considered as annual increments and shall be paid according to years of service in each particular grade.

(b) Employees without previous experience entering the service after the commencement of this agreement shall be entitled to increments in accordance with scale after completion of each twelve months of service.

(c) Where any employee receives permanent promotion from one position to another and is thereby entitled to be transferred to a higher grade he shall receive the salary of such higher grade as from the date of promotion.

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

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

(f) In the case of new employees, for the purpose of determining lengths of service under the undermentioned grades, experience gained in any employment which in the Board's and union's opinions is of a character similar to that covered by this agreement shall be counted as if it were experience in employment covered by this agreement.

(g) With the exception of meter readers and collectors the following shall be the minimum remuneration payable to male employees (not to apply to workers who after the date of this award, commence employment under the age of sixteen years until they reach such age):—

Grade 1—	Per Week.		
	£	s.	d.
First year	2	17	6
Second year	3	7	6*
Third year	3	19	0†
Fourth year	4	10	6
Fifth year	5	7	6
Sixth year	6	3	0
Seventh year	6	16	6
Eighth year	7	6	6
Ninth year	7	12	0
Tenth year	7	15	9
Eleventh year	8	3	6

* Entrant with School Certificate commences at this salary.

† Entrant with University Entrance commences at this salary.

For the purpose of this agreement, employees entering the Board's service with no previous experience and holding the following qualifications shall receive the salary payable in the year of service as set out hereunder:—

Canterbury College School of Engineering or Assoc. Auckland University College	} 4th year.
Member of N.Z. Society of Accountants	
B.A., B.Sc., B.Com., LL.B., A.M.I.C.E., and equivalent professional diplomas	5th Year.
M.A., M.Sc., LL.M., M.Com.	6th year.
B.E.	7th year.

The Board may allow credit for the above or any similar qualifications held by any employee, and such credit shall be as may be agreed upon between the Board and the union.

Grade 2—

Meter readers (twenty-one years of age or over)—	Per Week.		
	£	s.	d.
First year	7	6	6
Second year	7	12	0
Third year	7	15	9
Fourth year	8	3	6

Grade 3—

Arrears collectors	8	7	6
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Where meter readers or arrears collectors are for any reasons unable to continue their ordinary work and the Board is prepared to offer them alternative employment, the rates of remuneration for such alternative employment shall be as agreed upon between the union and the Board.

(h) Provided suitable work is available and if in the opinion of the Board, the employee possesses the necessary ability and qualifications, male clerks shall be entitled to be classified as senior male clerks with rates of pay in accordance with one of the two following grades, as the Board may determine:—

		Per Week.		
		£	s.	d.
<i>Grade 4—</i>				
Senior male clerks	..	8	11	6
<i>Grade 5—</i>				
Senior male clerks	..	9	0	0

(i) The following shall be the minimum remuneration payable to female employees (not to apply to workers who after the date of this award commence employment under the age of sixteen years until they reach such age)—

		Per Week.		
		£	s.	d.
<i>Grade 6—</i>				
First year	2	17	6
Second year	3	3	6*
Third year	3	13	0†
Fourth year	4	2	6
Fifth year	4	12	6
Sixth year	5	2	0
Seventh year	5	9	6
Eighth year	5	15	6

* Entrant with School Certificate commences at this salary.

† Entrant with University Entrance commences at this salary.

Female employees engaged on accounting and book-keeping machines or posting and analysis machines shall be paid an additional 6s. per week provided they pass a test of efficiency to be approved between the Board and the union.

(j) Provided suitable work is available and if in the opinion of the Board the employee possesses the necessary ability and qualifications, female employees shall be entitled to be classified as senior female employees with minimum rates of pay in accordance with the following grade as determined by the Board:—

		Per Week.		
		£	s.	d.
<i>Grade 7—</i>				
Senior female employees	6	1	6

4. *Overtime*

(a) Any time worked in any one day outside or in excess of the hours specified in clause (2) subclauses (a) and (b) shall be considered as overtime and shall be paid for at the rate of time and one half for the first four hours, and thereafter at double time with a minimum of 2s. per hour.

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

(c) Overtime will be shown on either the weekly or fortnightly time sheet and overtime pay will be included with the payment for that period.

(d) Where an employee, other than a shift worker is required to work on any day outside the usual working week, he shall be paid as follows:—

Saturday.—The first four hours at time and a half and thereafter at double time.

Public Holidays.—For the usual hours of work (8 a.m. to 5 p.m.) double pay in addition to the holiday pay provided in clause 6 subclause (a). Any time worked outside the usual hours of work shall be paid for at double ordinary rates.

Sunday.—Double rates for all time worked.

Shift workers shall work on Saturdays, Sunday at ordinary rates of pay provided that not more than $7\frac{1}{2}$ hours are worked in any one day. For all time worked on these days in excess of $7\frac{1}{2}$ hours, double ordinary rates shall be paid.

5. *Holidays and Annual Leave*

(a) Except as provided in subclause (b) hereof, all employees shall be entitled to the following public holidays without deduction of pay—viz., New Year's Day, and the following day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day and Boxing Day. In the event of a holiday other than Anzac Day, falling on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(b) All employees, after twelve months continuous service with the Board shall be entitled annually to two calendar weeks and the working days between Christmas and New Year as annual leave, exclusive of any holidays mentioned in subclause (a) hereof.

That all employees of the Board who have served continuously in its employ for a period of not less than ten years be granted an annual holiday of five working days on full pay in addition to any holidays now enjoyed under the provisions of the Annual Holidays Act and its amendments, and the various awards covering the Board's employees.

(c) Employees required to work on the working days between Christmas and the New Year shall be allowed the appropriate number of days as holidays at a later date.

(d) Where any employee is required to be on duty on any holiday or any portion of a holiday above prescribed in subclause (4) hereof he shall in addition to his ordinary rate of salary be paid at the rate of double time for each hour worked. In lieu of being paid for such holidays or portion of a holiday at the rate above prescribed, an employee may, at the discretion of the Board be allowed time off duty at the rate of two hours for each hour worked, and such time off duty shall not be deducted from the annual recreation leave. If such time off is not taken within a period of twelve months from the date it accrues, payment shall be made therefor.

(e) Where possible at least one calendar month's notice of the commencement of annual leave shall be given by the Board to the employee.

6. *Meal Allowance*

Any employee who is required to work overtime after 6 p.m. on any day shall be paid a meal allowance of 2s.

7. *Morning Tea*

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

8. *Expenses*

(a) All authorized out-of-pocket expenses incurred by any employee in the execution of his duties shall be paid by the Board.

(b) When any employee is required to be on duty before or after ordinary public means of conveyance, other than specially hired conveyance, are available, he shall either be supplied with transport or his fares paid by the Board to enable him to proceed to or from his home.

9. *Employees Performing Higher Grade Duties*

Any employee who is instructed to perform the duties of a higher grade employee shall, if he occupies the higher-grade position for more than four weeks, be paid from the date upon which he commenced the higher-grade duty and while engaged in performing such higher-grade duty at a rate not less than the minimum pay for the higher position.

10. *Payment of Salaries and Wages*

All salaries and wages shall be payable either weekly or fortnightly.

11. *Terms of Employment*

In the absence of special written agreement between the Board and the employee, one month's notice of resignation or dismissal shall be given by either party, except in cases of serious misconduct, when an employee shall be subject to instant dismissal.

12. *General Conditions*

(a) Vacant positions shall be filled, where practicable, by promotion of employees already on the staff.

(b) With the exception of temporary employees, all appointments to the staff shall be subject to the employee serving a probationary period of six months.

(c) All permanent employees entering the Board's service after the date of the signing of this agreement shall become contributors to the Board's superannuation scheme.

(d) Temporary employees shall not be employed for a period longer than six months except upon conditions as agreed between the Board and the secretary of the union.

(e) Where an agreement is reached during the currency of this agreement between the Board and the union in respect to the salary or any conditions of employment of any employee or class of employment covered by this agreement then such agreement shall be deemed to be part of this agreement and the provisions contained therein shall be binding upon both the Board and the union as if such provisions were included in this agreement.

(f) No deduction (other than for superannuation and such other contributions which may be agreed upon between the employer and the worker) shall be made from the salary

or wages of any worker bound by this agreement, except for time lost by the worker through sickness, accident, or default.

13. *Workers to be Members of Union*

(a) It shall not be lawful for the Board to employ or 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 the Auckland Provincial District Local Authorities' Officers' Industrial Union of Workers.

(b) For the purposes 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 agreement 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.)

14. *Matters Not Provided For and Appeals*

The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is hereby provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith, including any dispute or difference as to the decision of the Board respecting the dismissal, disrating or promotion of any employee and not dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of the union and two representatives of the employers, none of whom shall be members of the legal profession, 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: Provided that all disputes shall be considered by the committee within one month of the date of notification to the Board or the union of such dispute. Either side shall have the right to appeal to the Arbitration Court 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 making an appeal.

15. *Under-rate Workers*

(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) It shall be the duty of the Board before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

16. *Right of Entry Upon Premises*

The secretary or other authorized officer of the union shall be entitled to enter at all reasonable times upon the premises or offices of the Board for the purpose of interviewing any employee in connection with the operation of this agreement, but not so as to interfere unreasonably with the employer's business.

The Board shall, upon request by the union, supply a list of their employees: Provided, however that this request shall not be made more often than once every three months.

17. *Terms of Agreement*

This agreement—

- (a) In so far as it relates to wages shall be deemed to have come into force on the 1st April, 1948.
- (b) In so far as other conditions are concerned shall come into force on the date on which it is approved by the Arbitration Court.
- (c) Shall continue in force until 31st March, 1950.

The common seal of the Auckland Electric-power Board was hereunto affixed this 18th day of November, 1948, in the presence of—

[L.S.]

C. J. LOVEGROVE, Chairman.
SYD. J. HARBUTT, Member.
A. M. DOULL, Member.

The common seal of the Auckland Provincial District Local Authorities' Officers' Industrial Union of Workers, was hereto affixed pursuant to a resolution of the committee held on the 22nd day of November, 1948—

[L.S.]

A. S. WALTON, President.
J. B. DAVY, Secretary.
