

NELSON INDUSTRIAL DISTRICT **LOCAL-BODY OFFICERS—**
AWARD

In the Court of Arbitration of New Zealand, Nelson Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Nelson Local Bodies Officers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned local authorities (hereinafter called "the employers") :—

Collingwood County Council, Collingwood, Nelson.
Golden Bay Electric-power Board, Takaka, Nelson.
Motueka Borough Council, Motueka, Nelson.
Murchison County Council, Murchison, Nelson.
Nelson Catchment Board, Nelson.
Nelson City Council, Nelson.
Nelson Hospital Board, Nelson.
Richmond Borough Council, Richmond, Nelson.
Tahunanui Town Board, Tahunanui, Nelson.
Takaka County Council, Takaka, Nelson.
Takaka Town Board, Takaka, Nelson.
Waimea County Council, Nelson.
Waimea Electric-power Board, Richmond, Nelson.
Wakapuaka Drainage Board, Nelson.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, 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 union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all

respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force until the 14th day of December, 1949, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 14th day of December, 1948.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Application and Interpretation

1. (a) This award shall apply to City Councils, Borough Councils, County Councils, Electric-power Boards, Hospital Boards, Town Boards, Drainage Boards, and Catchment Boards, and to workers employed by such bodies for whom provision is made herein.

(b) For the purpose of this award and where the salary of any officer is computed on length of service, experience in any employment of a similar character to that covered by this award shall be counted as if it were experience in employment covered by this award.

(c) "Clerks" shall be deemed to be employees who are principally engaged in writing, typing, or any form of clerical work.

(d) "Typists" shall be deemed to be employees who are employed on typing and/or shorthand, and who may in addition perform other work.

Hours of Work

2. (a) The hours are those which are at present being worked in local-body offices and shall not exceed thirty-seven and a half hours per week, to be worked between the hours of 8 a.m. and 5.30 p.m. from Monday to Friday inclusive: Provided that where the nature of the work so requires it

(as in the case of librarians and custodians and hospital officers) the said thirty-seven and a half hours per week may be worked during such other hours as the employer may require.

(b) Where, prior to the date of this award, any local body has been customarily observing shorter daily or weekly hours than those hereinbefore specified, that local body shall continue to observe such shorter hours, but any local body shall have the right to call upon its staff to meet the exigencies of the service and work up to 40 hours a week without the payment of overtime.

(c) Intervals not exceeding ten minutes each shall be allowed for morning and afternoon tea.

Wages

3. (a) Male clerical workers and librarians, female clerks, typists, and librarians:—

	MALES	Per Annum. £
Grade I—		
First year		150
Second year		175
Third year		205
Fourth year		235
Fifth year		280
Sixth year		310
Seventh year		335
Eighth year		355
Ninth year		375
Tenth year		400
Eleventh year		425
Males with School Certificate: Commencing salary, £175, then by male scale.		
Males with University Entrance: Commencing salary, £205, then by male scale.		
Grade II		450
Grade III		475

Any male employee to whom this award applies may, at the discretion of the local body concerned and on the recommendation of the head of the department in which he is employed, be promoted to Grade II or to Grade III in

consideration of the standard or responsibility of the work undertaken by him or in consideration of any outstanding ability shown by him in the discharge of his duties.

FEMALES				Per Annum.
Grade I—				£
First year .. .. .	..	..	..	150
Second year .. .. .	..	..	..	165
Third year .. .. .	..	..	..	180
Fourth year .. .. .	..	..	..	200
Fifth year .. .. .	..	..	..	225
Sixth year .. .. .	..	..	..	255
Seventh year .. .. .	..	..	..	280
Females with School Certificate or Junior Typing Examinations: Commencing salary, £165, then by female scale.				
Females with University Entrance: Commencing salary, £180, then by female scale.				
Grade II .. .. .	..	..	..	300
Grade III .. .. .	..	..	..	315

Any female employee to whom this award applies may, at the discretion of the local body concerned and on the recommendation of the head of the department in which she is employed, be promoted to Grade II or to Grade III in consideration of the standard or responsibility of the work undertaken by her or in consideration of any outstanding ability shown by her in the discharge of her duties.

(b) Meter-readers under twenty-one years of age and with less than two years' experience shall be paid not less than £3 10s. per week; under twenty-one years of age with more than two years but less than four years' experience, not less than £4 10s. per week.

Meter-readers twenty-one years of age and over shall be paid £7 per week: Provided that a meter-reader who has completed four years' experience shall receive £7 10s. per week.

(c) Weekly workers employed as assistant draughtsmen or on general work and other weekly workers whose duties are multifarious shall be paid such rate as shall be agreed upon between the employer concerned and the union, and in the event of no agreement being reached, the matter shall be dealt with in accordance with the provisions of clause 15 hereof.

(d) Draughtsmen shall be paid not less than £400 per annum, and upon commencement of the eleventh year of service not less than £425 per annum. Females employed in draughting work shall be paid in accordance with the female scale in subclause (a) of clause 3 hereof.

(e) Cadets shall receive the ruling Public Works Department rate of remuneration.

(f) Custodians: Where the duties include cleaning, washing or scrubbing floors of any building, or where the duties necessitate any irregular hours, such as attending to locking up after meetings, &c., full-time custodians shall receive not less than £7 per week.

(g) General Provisions: Surveyors whose duties make it necessary to camp out shall receive a camping allowance of 5s. 6d. per day.

(h) Notwithstanding anything contained herein, no officer shall lose his or her employment, nor shall any officer have his or her working-conditions or salary in any way reduced because of the coming into operation of this award.

(i) Those officers who are at present in receipt of the maximum provided for under the old award—namely, £406 10s. per annum—shall under this award receive not less than £425 per annum.

(j) Water Inspectors and Rangers' salaries shall commence at £310 with annual increases over five years up to £425 per annum, together with a clothing-allowance of £10 per annum.

(k) The Baths Caretaker shall be paid at the maximum salary rate and shall not be subject to the provisions of clause 2 relating to hours of work or to clause 5 relating to overtime. In consideration of the overtime worked by him during the season he shall be paid at the said rate throughout the year, notwithstanding that the rate payable in respect of the work assigned to him during the off season is less than that provided as aforesaid. He shall also be entitled to four weeks' annual holiday on full pay.

(l) Meter-readers who collect cash shall be paid a cashier's risk allowance of £3 per annum or a *pro rata* payment for shorter periods than one year.

(m) An officer who substantially acts as cashier shall be paid a cashier's risk allowance of not less than £5 per annum.

(n) Officers who are required to work outside in all weathers shall be provided with suitable waterproof clothing.

(o) *Bonus for Qualifications.*—An officer who obtains a full pass in one of the examinations mentioned hereunder shall, on completion of the salary year in which he obtains

the pass, be credited with one year's extra service. When employment of a similar character extends beyond eleven years, he shall thereafter be paid £25 per annum above the rate prescribed for the eleventh year of service.

An officer who obtains a full pass in one of those examinations in the eleventh or a subsequent year of service shall be entitled at the end of the salary year in which he passes the examination and thereafter, to payment of £25 per annum above the rate prescribed for the eleventh year of service.

An officer who at the date of this award has already obtained a full pass in one of the undermentioned examinations and has not received extra payment shall become entitled to the benefit of this clause as from the date upon which the award is made, excepting that when the officer has obtained his full pass during his current year of service this provision shall apply as from the beginning of his next year of service after the date of making of the award.

The credit or payment referred to in this clause shall apply or continue only while the officer concerned is engaged in duties to which the examination is appropriate (*e.g.*, the holder of a full pass in the examination for membership of the New Zealand Institute of Surveyors must be employed in surveying or valuing duties. The holder of a full pass for Library Certificates transferred from library to general officer duties would cease to qualify for the benefits of this clause until again employed in library duties).

In crediting a female officer with a bonus for a qualification, the reference to "eleven years" or "the eleventh year of service" shall be read as "seven years" or "seventh year of service."

The examinations to which this subclause shall apply are:—

New Zealand Institute of Surveyors.

New Zealand Library Association's General, and
Children's Librarians' Certificate.

A.A.S.E.

A.O.S.M.

A.R.A.N.Z.

B.A.

B.Com.

B.Sc.

LL. B.

New Zealand Institute of Local Body Administrative
Officers.

Accountancy Professional.

Chartered Institute of Secretaries (England).

Casual Workers

4. (a) Any worker employed for less than two full weeks in any one engagement shall be termed a temporary worker.

(b) Every temporary worker shall be paid 20 per cent. in addition to the rate prescribed in clause 3 hereof, or at an hourly rate equivalent thereto, with a minimum payment of 1s. 6d. per hour.

Overtime

5. (a) When overtime is required to be worked at the request of chief executive officer reasonable notice shall be given to the worker, and wherever possible the period of notice of overtime shall not be less than five hours.

(b) All time worked in excess or outside of the hours specified in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter, with a minimum of 2s. per hour.

(c) Time worked on Sundays or after noon on Saturdays shall be paid for at double time rates.

Termination of Engagement

6. Except in cases of casual workers, the engagement shall be on the monthly basis, and one month's notice shall be given and received of the termination of engagement. Notwithstanding anything contained herein, the employers shall have the right to dispense, without notice, with the services of any officer guilty of insubordination or dishonesty or gross incompetency.

Meal Allowance

7. Any worker called upon to work later than 6 p.m. on any day of the week shall be paid 2s. 3d. meal allowance or be supplied with a meal if the worker cannot reasonably journey to and from his home for a meal in the time allowed.

Payment of Wages

8. (a) Except by mutual agreement, salary or wages, including overtime, shall be paid at not longer than fortnightly intervals and during working-hours.

(b) The employer may make a rateable deduction from the wages of any worker for time lost through sickness, accident, default, or voluntary absence with the consent of the employer, but this shall not be taken to nullify the existing custom of any local body regarding sick-leave unless the circumstances of any particular case justify some departure from this custom.

Holidays

9. (a) The following shall be the recognized holidays: New Year's Day, the 2nd January, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, the birthday of the reigning Sovereign, and Anniversary Day.

(b) Should any of the holidays, except Anzac Day, set out in subclause (a) of this clause fall on a Sunday, such holiday shall be observed on the next following working day.

(c) Workers who are employed on any of the days set out in subclause (a) of this clause shall be paid at the rate of double time in addition to the weekly wages: Provided that in lieu of such payment the employer may, where mutually agreed on, with the consent of the union, grant one day off for each such day worked, such day to be taken at a time to be mutually arranged, or added to the annual holiday.

(d) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944, and its amendments: Provided, however, that after ten years' continuous service the period of annual leave for any worker shall be three weeks. For the purpose of this clause the period of service shall be computed in accordance with the provisions of subclause (b) of clause 1 hereof.

(e) Except as otherwise agreed, at least fourteen days' notice of commencement of leave shall be given by the employer to the worker, and workers shall be paid for the period of the annual holiday on or before its commencement.

Sick-leave

10. Employees with service up to five years shall be allowed full pay for a period not exceeding two weeks in any one year, and employees who have service of five years or over shall be allowed full pay for a period not exceeding four weeks in any one year whilst absent from work through sickness.

After the expiry of the above period on full pay, half-pay shall be granted on similar periods if the employee is still absent from duty through sickness. A medical certificate shall be furnished by the employee to the employer in support of the employee's claims for sick-pay, and such medical certificate shall be in the hands of the local authority not later than the fifth day that the employee is off duty through sickness, otherwise payment of wages will cease. In the case of a junior worker under the age of eighteen years, a medical certificate shall be furnished, but the local authority shall bear the cost of the certificate, and the local authority shall have the right to nominate the medical officer to examine the

employee and furnish the certificate. For the purposes of this clause length of service shall be computed in accordance with the provisions of subclause (b) of clause 1 hereof.

Travelling Allowance and Expenses

11. (a) Out-of-pocket expenses reasonably incurred by any worker in the execution of his duties shall be paid by such local authority concerned. All claims for such expenses shall be rendered and settled not less often than monthly, and such claims shall give particulars of travelling done and expenses incurred in the discharge of the workers' duties. A council or other local authority may in connection with any particular claim require that such claim shall be supported by statutory declaration.

(b) Officers who provide their own motor-cars or motor-cycles approved by and at the request of the local body concerned, for carrying out their official duties, shall be paid a sum as may be mutually agreed upon between the local body and the officer concerned.

(c) Officers required to furnish bicycles in connection with their employment shall receive an allowance at the rate of £5 per annum.

Part-time Officers

12. In cases in which the volume or nature of any work does not warrant the employment of a full-time worker, the wages payable shall be such as may be agreed upon between the employer, the worker, and the union.

Fidelity-guarantee Policy

13. Where any local authority requires any of its officers to be covered by a fidelity-guarantee policy, the authority shall in all cases pay the premium and any expense in connection therewith.

Right of Entry Upon Premises

14. Every employer bound by the award shall permit the secretary of the union to enter at reasonable times (to be arranged beforehand with the employer) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Disputes Committee

15. The essence of this award being that the work of the employer shall not on any account be impeded but shall always proceed as if no difference had arisen, it is provided that if any dispute or difference shall arise between the parties bound

by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, 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 to appeal to the Court against the decision of 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.

Workers to be Members of Union

16. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(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 award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(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.)

(d) Employers bound by this award shall, upon request by the union, supply a list of their officers (eighteen years of age and over) covered by this award, and the date of commencement of new employees: Provided, however, that this request shall not be made more often than once in every six months.

Under-rate Workers

17. (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 the

application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until 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.

Exemptions

18. (a) Nothing in this award shall apply to any workers in receipt of £500 or more per annum.

(b) Clerks engaged in elections or polls shall be exempt from the provisions of this award.

Scope of Award

19. This award shall operate throughout the Nelson Industrial District.

Term of Award

20. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of August, 1948, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof, and this award shall continue in force until the 14th day of December, 1949.

2712

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 14th day of December, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.
