

**ONEHUNGA BOROUGH COUNCIL 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 3rd day of December, 1948, between the Onehunga Borough Council 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 3rd day of December, 1948, between the Onehunga Borough Council, 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 15th day of December, 1948.

[L.S.]

A. TYNDALL, Judge.

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**ONEHUNGA BOROUGH COUNCIL CLERICAL AND OTHER OFFICERS—  
INDUSTRIAL AGREEMENT**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 3rd day of December, 1948, between the Onehunga Borough Council (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 :—

### 1. *Scope of Agreement*

This agreement shall apply to all salaried employees of the Council except those covered by or subject to any other award or industrial agreement or any employee under the following classifications :  
Town Clerk, Borough Engineer.

### 2. *Hours of Work*

(a) Other than the employees listed in subclauses (b), (c) and (d) hereof,  $37\frac{1}{2}$  hours shall constitute a week’s work and shall be worked between the hours of 7.30 a.m. and 5 p.m. on Monday to Friday both days inclusive, but not more than  $7\frac{1}{2}$  hours each day with an interval of 1 hour for lunch.

(b) In the case of the following employees—viz.,

Waterworks Superintendent,  
Foreman of Works,  
Pumping Engineer,  
Sextons,

40 hours shall constitute a week’s work and shall be worked between the hours of 7.30 a.m. and 5 p.m. on Monday to Friday both days inclusive, but not more than 8 hours each day with an interval of 1 hour for lunch.

(c) In the case of the Superintendent of Parks, Reserves and Cemeteries, 40 hours shall constitute a week’s work and shall be worked between the hours of 7.30 a.m. and 5 p.m. Monday to Friday and 7.30 a.m. and 12 noon on Saturday, but not more than 8 hours each day with an interval of 1 hour for lunch.

(d) In the case of the Traffic Inspector,  $37\frac{1}{2}$  hours shall constitute a week’s work and shall be worked between the hours of 7.30 a.m. and 5.30 p.m. on Monday to Thursday and 7.30 a.m. and 9 p.m. on Friday.

(e) A working week may be deemed to commence at 7.30 a.m. on Monday.

### 3. *Remuneration or Wages*

(a) Where the salary of any employee bound by this agreement is not provided for in this clause, or where an 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 Council in the month of March of 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 from the 1st day of April of that year.

(b) The increments shown in the various grades shall be considered as annual increments and shall be paid according to years of service in each particular grade.

(c) Where any employee is promoted or is transferred from one position to another and is thereby entitled to be transferred to a higher grade, the commencing salary of which is below that being received by him when promoted or transferred, he shall be paid the salary in the higher grade which is immediately above that being paid to him at the time of his promotion or transfer. Any subsequent annual increments to which the employee becomes entitled shall be paid in each succeeding year from the date of his promotion or transfer.

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

(e) For the purpose of qualification under the undermentioned scales, experience gained in any employment of a character similar to that covered by this agreement shall be counted as if it were experience in employment covered by this agreement.

(f) Except in the case of employees specifically classified, all male employees shall be paid in accordance with the following scale :—

<i>Grade 1 (a)—</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.

<i>Grade 1 (b)—</i>					£
First year	..	..	..	..	445
Second year	..	..	..	..	460

The above employees may proceed to this grade after eleven years' service, subject to the recommendations of the head of the department as to suitable ability and standard of work undertaken.

(g) Except in the case of employees specifically classified, all female-employees shall be paid in accordance with the following scale :—

<i>Grade (2)</i> —	£
First year .. .. .	150
Second year .. .. .	175
Third year .. .. .	205
Fourth year .. .. .	215
Fifth year .. .. .	240
Sixth year .. .. .	265
Seventh year .. .. .	285
Eighth year .. .. .	300
Ninth year .. .. .	305

Entrants with School Certificate or Junior Typing Examination commence at £175, then by female scale.

Entrants with University Entrance commence at £205, then by female scale.

Female employees engaged on accounting and book-keeping machines, posting and analysis machines, and the addressograph operator shall be paid an additional £15 per annum provided they pass a departmental test of efficiency to be approved between the Council and the union. Any person passing such test of efficiency during any year shall receive any increase to which she is entitled through passing such test as from the 1st April or the 1st September next following the date on which such qualification is obtained.

A worker who for 75 per cent. of his or her time acts as a cashier shall be paid 6s. per week in addition to the rate to which such worker is entitled under clause 3.

(h) The following employees are specifically classified, and shall receive the salary mentioned as a minimum :—

<i>Grade (3)</i> —	
Assistant Town Clerk .. .. .	£560-£585
Assistant Engineer .. .. .	£510-£535
Waterworks Superintendent .. .. .	£510-£535
Rates Clerk .. .. .	£485-£510
Building Inspector .. .. .	£460-£485
Traffic Inspector .. .. .	£460-£485
Superintendent of Parks, Reserves and Cemeteries .. .. .	£460-£485
Foreman of Streets .. .. .	£460-£485
Storekeeper .. .. .	£460-£485
Cost Clerk .. .. .	£460-£485
Sanitary Inspector .. .. .	£460-£485
Cashier—Female .. .. .	£316-£335
Librarian .. .. .	£350-£375
Typiste—Town Clerk .. .. .	£316-£330
Pumping Engineer .. .. .	£460-£485
Sextons .. .. .	£400-£425

For the purpose of salaries in Grades 1A to 3 of this agreement, the attainment of any of the following qualifications shall be rewarded by additional annual payments as follows :—

	£	s.	d.
Each section of the examination of the N.Z. Institution of Architects .. .. .	10	0	0
N.Z. Institute of Surveyors—			
First section of three subjects .. .. .	12	10	0
Second section of three subjects .. .. .	12	10	0
Third section of five subjects .. .. .	12	10	0
Fourth section of three subjects .. .. .	12	10	0
Member of the Chartered Institute of Secretaries, the Incorporated Institute of Secretaries, or the Australasian Institute of Secretaries by examination .. .. .	25	0	0
Section (a) or Section (b) of the examination of the Leading Engineering Institutions, each .. .. .			
Intermediate section of the examination of the Town Planning Inst. A.A.S.E., A.O.S.M., A.R.A.N.Z., Diploma of Urban Valuation .. .. .	50	0	0
Royal Sanitary Institute Certificate for Sanitary Science in relation to Buildings and Public Works .. .. .	25	0	0
B.A., B.Sc., B.Co. .. .. .	75	0	0
M.A., M.Sc., M.Com., LL.B., Diplomas, London University School of Librarianship or N.Z. Library School .. .. .	100	0	0
Typistes Intermediate Examination .. .. .	25	0	0
Typistes Special Examination .. .. .	40	0	0
Typistes Senior Reporters Examination .. .. .	50	0	0
N.Z. Library Association General Certificate Parts 1 and 2 .. .. .	30	0	0
N.Z. Library Association Children's Librarians' .. .. .			
Library Association (London) Entrance .. .. .			
Library Association (London) Registration Additional .. .. .	30	0	0
Library Association (London) Specialists' Certificate .. .. .	Additional	15	0
Library Association (London) Final .. .. .	Additional	40	0

For passing in the following number of subjects in the under-mentioned degrees or examinations :—

Five subjects of the A.A.S.E., A.O.S.M., or A.R.A.N.Z., examinations .. .. .	£	s.	d.
	25	0	0
Six units of the B.A., or B.Sc., or six subjects of the B.Com., or LL.B., examinations .. .. .			
	37	10	0

The Borough Council may allow credit for any other qualification held by any employee and such credit shall be as may be agreed upon between the Council and the union.

Where any employee has received an additional payment for passing part of an examination for degree or diploma he shall be entitled on completing the degree or diploma, only to such additional annual payment up to the amount herein provided as he shall not have already received.

Where any person, by reason of a double qualification is entitled to two or more additional payments, he shall receive only the higher amount provided for in this agreement.

Any person employed by the Council, gaining any of the above qualifications during any year, shall receive any increase to which he is entitled through gaining such qualification as from the 1st April next following the date on which such qualification is obtained.

#### 4. *Overtime*

(a) All time worked in excess of the hours specified in clause 2 hereof, shall be considered as overtime, and shall be paid for at the rate of time and a half for the first four hours and thereafter at double time, and all time worked on statutory holidays and Sundays shall be paid for at double time with a minimum of two hours for work done on Saturdays and Sundays and four hours on statutory holidays.

(b) No person shall receive payment for overtime if such payment of overtime together with his grade salary shall exceed the sum of £700 per annum. Payment of overtime for work carried out on Sundays and statutory holidays shall not be included in the said amount of £700.

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

(d) All overtime pay to which an employee is entitled shall be due at the end of every week, and shall be paid the following pay day.

#### 5. *Holidays and Annual Leave*

(a) Except as provided in subclause (b) hereof, all employees shall be entitled to the following public holidays without any deductions of pay—viz., New Year's Day, and the next following day, Anniversary Day, Anzac Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day and the working days between Christmas Day and the 2nd January, and any other day or days which may from time to time be proclaimed as public holidays or usually observed or granted by the Onehunga Borough Council.

(b) Where any employee is required to be on duty on any holiday or any portion of a holiday above prescribed in subclause (a) hereof, he shall be paid at the rate of double time.

(c) All employees after twelve months' continuous service shall be entitled annually to two calendar weeks' recreation leave on full pay exclusive of any holidays mentioned in subclause (a) hereof:

Provided however, that after ten years in the Council's service, employees shall be entitled annually to three calendar weeks' recreation leave on full pay exclusive of any holidays mentioned in subclause (a) hereof.

(d) Annual leave may accumulate for, but not beyond, two years with the consent of the Council.

(e) At least fourteen days' notice of the commencement of annual leave shall be given by the Council to the employee.

#### 6. *Sick Leave*

(a) Any employee unable to perform his or her duties on account of sickness or accident, shall, on production of a medical certificate where such absence exceeds three working days continuously, be entitled to sick leave on full pay at the rate of ten working days for each completed year of local authority service, and such leave shall be regarded as accumulative over the whole of any employee's service.

(b) The Council may, in cases which it is considered special, vary and extend the period of pay during the sick leave as stated in subclause (a) hereof, particularly when in its opinion, the illness results from causes that are due to conditions under which an officer has been working.

(c) For the purpose of this clause "local authority service" shall mean service with the Onehunga Borough Council, except in the case of amalgamation of local authorities or services.

(d) Time off caused by injuries received in course of duty is not to be included in computing sick leave under this clause.

#### 7. *Uniforms*

Every employee who is required by the Council to wear a uniform when on duty shall be provided with same at periods not exceeding twelve months at the expense of the employer. Employees required to work in all weathers shall be supplied with suitable weatherproof clothing.

#### 8. *Meal Allowance*

Any employee who is required to work after 6 p.m. on any day shall be paid a meal allowance of 2s. 6d.: Provided that this allowance shall not be paid to shift-workers.

#### 9. *Morning Tea and Afternoon Tea*

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

#### 10. *Expenses*

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

(b) When an employee is required to be on duty before or after ordinary public means of conveyance, other than specially hired

conveyance are available, he shall be either supplied with transport or his fares paid by the Council to enable him to proceed to or from his home.

#### 11. *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 eight weeks continuously, 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 of not less than the minimum salary paid for the higher position.

Where any employee is engaged on higher-grade work for a period exceeding eight weeks continuously, and where sickness may occur or annual leave becomes due or a public holiday occurs whilst engaged in performance of higher-grade duties, such employee shall be paid at the higher-grade rate of pay.

#### 12. *Payment of Salaries*

All salaries and wages shall be paid weekly, fortnightly or half-monthly at the discretion of the Council. For the purpose of calculating the amount payable weekly in respect of annual salaries, the amount of the annual salary shall be divided by fifty-two.

#### 13. *Terms of Employment*

In the absence of special written agreement, between the Council and the employee, one month's notice of resignation or dismissal shall be given by the employee or the employer, except in cases of dishonesty or other good cause, when an employee shall be subject to instant dismissal.

#### 14. *General Conditions*

(a) Vacant positions shall be filled, where practicable, by promotion of employees already on the staff and the appointment of juniors and where any position is created or a vacancy occurs in the staff, applications to fill same shall first be called from members of the permanent staff of all departments, to ascertain whether, in the opinion of the Council, there is any person available in the Council's service suitable for appointment.

(b) The appointment of employees to the permanent staff of the Council shall be after a satisfactory period of six months on probation. Employees, except temporary employees as provided for in sub-clause (c) hereof, may become contributors to the superannuation fund from the date of their commencing their duties.

(c) Temporary employees shall not be engaged for periods longer than three months except upon conditions as shall be agreed upon between the Council and the union.

(d) Where an agreement is reached during the currency of this agreement between the Council 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 Council and the union as if such provisions were included in this agreement.

#### 15. *Workers to be Members of the Union*

(a) It shall not be lawful for the Council 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.)

#### 16. *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 Council 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 council of 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 the appeal.

#### 17. *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 fixed again 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 Council, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

#### 18. *Part-time Employees*

Rates of remuneration or wages for part-time employees whose services do not necessitate his or her employment for substantially the number of hours specified in clause 2 hereof shall be decided by negotiation between the president and the secretary of the union and the Council.

#### 19. *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 Council 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 Council 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.

#### 20. *Application*

No person in the employment of the Council who, at the date of this agreement, is in receipt of a higher rate of pay or other remuneration, or who has been carrying out any of the duties covered by this agreement for a period of twelve months or over prior to the date of this agreement shall have his or her pay or remuneration reduced, or suffer any reduction of status on account of this agreement. The operation of this clause shall not apply to temporary promotion granted or temporary appointments made for the duration of the war or until the return of the Council's permanent officers who have been on military service.

21. *Terms of Agreement*

This agreement with the exception of clause 3 hereof, which shall be deemed to have come into force on the 1st day of January, 1948, shall come into force on the date of the approval of this agreement by the Court, and shall continue in force until the 31st day of December, 1949.

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 8th day of December, 1948—

[L.S.]

A. S. WALTON, President.

J. B. DAVY, Secretary.

Signed for and on behalf of the Onehunga Borough Council this 3rd day of December, 1948—

[L.S.]

N. L. NORMAN, Town Clerk.

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