

**WELLINGTON AND MARLBOROUGH COUNTY COUNCILS,
CATCHMENT, DRAINAGE, AND RIVER BOARDS' OFFICERS—
AWARD**

[Filed in the Office of the Clerk of Awards, Wellington]

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

New Zealand County Councils' Industrial Union of Employers,
8-12 The Terrace, Wellington.

County Councils

Akitio County Council, Pongaroa.
Castlepoint County Council, Tainui.
Dannevirke County Council, Dannevirke.
Eketahuna County Council, Eketahuna.
Featherston County Council, Martinborough.
Hawke's Bay County Council, Napier.
Horowhenua County Council, Levin.
Hutt County Council, Bowen Street, Wellington.
Kairanga County Council, Palmerston North.
Makara County Council, Ballance Street, Wellington.
Manawatu County Council, Sanson.
Masterton County Council, Masterton.
Mauriceville County Council, Mauriceville.
Oroua County Council, Feilding.
Pahiatua County Council, Pahiatua.
Patangata County Council, Waipukurau.
Pohangina County Council, Pohangina.
Rangitikei County Council, Marton.
Waimarino County Council, Raetihi.
Waipawa County Council, Waipawa.
Woodville County Council, Woodville.
Waipukurau County Council, Waipukurau.
Wairarapa South County Council, Carterton.
Wairoa County Council, Wairoa.
Wanganui County Council, Wanganui.
Weber County Council, Ti Tree Point.

River Boards

Ahikauka River Board, Greytown.
 Hawke's Bay River Board, Napier.
 Hutt River Board, Lower Hutt.
 Kahutara River Board, Martinborough.
 Manawatu-Oroua River Board, Palmerston North.
 Wairarapa South River Board, Featherston.
 Palmerston North River Board, Palmerston North.
 Tawaha River Board, Martinborough.
 Waiohine River Board, Greytown.

Catchment Boards

Central Hawke's Bay Catchment Board, Waipukurau.
 Hawke's Bay Catchment Board, Napier.
 Manawatu Catchment Board, Palmerston North.
 Wairarapa Catchment Board, Masterton.

Drainage Boards

Hokio Drainage Board, Levin.
 Manawatu Drainage Board, Palmerston North.
 Omarunui Drainage Board, Napier.
 Oroua Drainage Board, Rongotea.

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 30th day of September, 1950, 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 30th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to officers and clerical workers employed by County Councils, River Boards, Catchment Boards, and Drainage Boards.

Such officers shall not include:—

- (a) Chief or sole executive officer (including one supervising officer where no engineer is employed).
- (b) Male officers in receipt of a salary of more than £650 per annum apart from overtime; and female officers in receipt of a salary of more than £400 per annum apart from overtime.
- (c) Health inspectors, noxious weed inspectors, rangers, or dog-tax collectors.
- (d) Officers covered by other awards and industrial agreements.

Definitions

2. (a) "Officer" shall include all persons not already covered by any other award or industrial agreement, but shall not include the officers mentioned in subclauses (a), (b), (c), and (d) of clause 1 hereof.

(b) "Casual Officer": Any person employed for less than one month continuously shall be termed a casual officer.

(c) "Substantially" means engaged at a particular job for more than fifty per cent. of the time during any pay period.

Hours of Work

3. (a) General.—The normal hours of work shall not exceed forty per week, eight of which shall be worked on each of five days of the week, between the hours of 8 a.m. and 5 p.m., Monday to Friday inclusive.

(b) Where prior to the date of this award any local authority party to this award has been customarily observing shorter daily or weekly hours than those hereinbefore specified, the local authority may continue to observe such shorter hours but in such circumstances shall have the right to call upon its staff, whenever necessary to cope with the work on hand, to work up to forty hours per week without the payment of overtime.

(c) Officers engaged at the times of yearly balance, annual estimates, rate penalty period, issue of rate demands, and reminders may be employed for a period not exceeding eighty hours per fortnight, Monday to Friday inclusive, without payment of overtime.

(d) *Emergency Work.*—(i) Emergency work shall mean work necessitated by wind, rain, fire, snow, storms, floods, tides, and earthquakes, and requiring immediate attention to keep open or restore essential services, and shall include opening lake outlets.

(ii) In the case of such emergency work, and notwithstanding anything contained elsewhere in this award, the following provisions shall apply:—

(a) Except on the holidays named in clause 11 (b) and Sundays, up to eight hours may be worked on any one day without payment of overtime, and time and a half rates shall be paid beyond eight hours' work on such days.

(b) On holidays provided in subclause (b) of clause 11 ordinary time shall be paid for the first eight hours in addition to the holiday pay provided for in the said subclause. Double time shall be paid for work done beyond the first eight hours, and for all work done on Sundays.

Overtime

4. (a) Any time worked in any one day outside of or in excess of the hours specified in subclause (a) of clause 3 shall be considered as overtime and shall be paid for at the rate of time and a half for the first three hours and thereafter at double time. A minimum of two hours at overtime rates shall be paid for each call-back on any non-working day.

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

(c) Any officer called upon to work later than 6 p.m. on any day of the week shall be paid 2s. 6d. meal-money if that officer cannot reasonably journey to and from his home for a meal.

(d) An officer shall not be required to work for more than five hours continuously without a reasonable interval for a meal.

Rates and Conditions of Pay

5. (a) All male officers shall be paid in accordance with the following scale:—

				Per Annum.		
				£	s.	d.
First year	..	..	..	172	0	0
Second year	..	..	..	197	0	0
Third year	..	..	..	227	0	0
Fourth year	..	..	..	266	0	0
Fifth year	..	..	..	311	0	0
Sixth year	..	..	..	341	0	0
Seventh year	..	..	..	366	0	0
Eighth year	..	..	..	386	0	0
Ninth year	..	..	..	410	0	0
Tenth year	..	..	..	435	0	0
Eleventh year	..	..	..	460	0	0
Twelfth year	..	..	..	485	0	0
Thirteenth year	..	..	..	500	0	0
Fourteenth year	..	..	..	515	0	0

Males with School Certificate commence at second year of scale.

Males with University Entrance commence at third year of scale.

(b) All female officers shall be paid in accordance with the following scale:—

				Per Annum.		
				£	s.	d.
First year	..	..	..	163	0	0
Second year	..	..	..	179	0	0
Third year	..	..	..	203	0	0
Fourth year	..	..	..	234	0	0
Fifth year	..	..	..	260	0	0
Sixth year	..	..	..	283	0	0
Seventh year	..	..	..	305	0	0
Eighth year	..	..	..	327	0	0
Ninth year	..	..	..	340	0	0

Females with School Certificate or junior typing examination commence at second year of scale.

Females with University Entrance commence at third year of scale.

(c) For the purpose of qualification under the foregoing scales, 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.

(d) An officer who substantially acts as a cashier shall be paid 5s. per week as a cashier's risk allowance.

(e) A female employed on ledger-posting machines or book-keeping machines or analysis machines (other than adding machines) shall be paid 5s. per week in addition to the rate to which she is receiving under subclause (b) of this clause.

(f) No deduction, other than superannuation and other such contribution as may be agreed upon between the employer and the officer, shall be made from the wages of any officer, except for time lost by the officer through sickness, accident, or default.

(g) No officer covered by this award now in receipt of a higher salary shall have his or her salary reduced by virtue of the coming into force of this award.

(h) Except by mutual agreement, salaries including overtime shall be paid at not longer than fortnightly intervals and during working hours.

(i) Every temporary or casual officer shall be paid twenty per cent. *pro rata* above the weekly rate.

Bonuses and Qualifications

6. Where an officer, while employed by any local authority party to this award, obtains a full pass in one of the examinations approved by the New Zealand County Councils' Industrial Union of Employers and the Wellington and Marlborough Local Bodies' Officers Industrial Union of Workers, he shall, on the completion of the salary year in which he obtains the pass, be credited with one year's extra service.

Where employment of a similar character extends beyond fourteen years he shall thereafter be paid £25 per annum above the rate prescribed for the fourteenth year of service.

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

An officer who at the date of this award has already obtained a full pass in one of the approved examinations and is not receiving 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 the 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.

In crediting the female officer with bonuses or qualifications the reference to fourteenth year of service or fourteen years shall be read as ninth year of service or nine years.

Conditions of Employment.

7. (a) All other things being equal, it is desirable that in making appointments to staff positions preference shall be given to officers already on the staff.

(b) Applicants before joining the staff shall pass a medical examination by a selected doctor, if required to do so.

(c) In offices in which three or more females are employed reasonable accommodation shall be provided for their exclusive use. Where satisfactory arrangements do not already exist, there shall also be provided, if practicable, a room with suitable couch accommodation to be used in cases of temporary indisposition, but where it is impracticable to set a room apart for that purpose it will be sufficient for a couch or couches to be provided in a portion of the cloak room screened off for privacy.

(d) Adequate lighting, heating, and ventilation shall be provided in all offices.

Rest Period

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

Waterproof Clothing

9. Officers required to work in all weathers shall be supplied with suitable waterproof clothing or where an allowance is made existing conditions shall continue.

Officers Performing Higher Grade Duties

10. (a) Any officer who is instructed to perform the duties of a higher-grade officer under this award, shall if he occupies the higher position for more than four weeks continuously, be paid from the date upon which he commenced the higher-grade duty, and while engaged in performing such higher-grade duties at a rate not less than the minimum salary paid for the higher position. This clause shall not apply to an officer relieving another officer on paid sick-leave.

(b) No officer in the employment of any of the local authorities party to this award, who at the date of this award has been carrying out any of the duties within the scope of this award, and who is in receipt of a higher lawful rate of remuneration than that provided by this award at the time of its coming into force shall have his or her rate of remuneration reduced, nor shall any worker suffer any reduction of status due to the operation of this award.

Holidays

11. (a) Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944, but in the case of officers with ten years' continuous service part of which may have been served with any other local authority in New Zealand or, at the discretion of the County Council or Board party to this award, similar local body experience in New Zealand, three weeks' holiday shall be allowed.

(b) The undermentioned shall be paid holidays and shall not be considered as part of the annual holidays: New Year's Day and the following day, Anniversary Day or a day in lieu thereof, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(c) In addition to any payment to which a worker is entitled under subclause (b) of this clause, time worked on any of the above-named holidays or on Sundays shall be paid for at twice the ordinary rate.

Sick-leave

12. Notwithstanding the provisions of subclause (f) of clause 5, sick-leave on pay shall be at the discretion of the employer.

Expenses

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

(b) Officers who provide their own cars approved by, and at the request of the employer, for carrying out their official duties, shall be paid a reasonable sum for that service.

(c) Officers shall be paid an allowance of 2s. 6d. for each week during which they are required to use their own bicycle in the performance of their duties.

Matters Not Provided For

14. The essence of this award 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 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 comprised of two persons representing the employing local authorities party to this award and two persons representing the officers of such local authorities, together with (if required by either party) 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 union concerned of such dispute. Either side shall have the right to 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 the decision has been made known to the parties desirous of appealing.

Termination of Employment

15. Except in the case of casuals, in the absence of special written agreement between the officer and the local authority one month's notice of resignation or dismissal shall be given by the officer or the local authority, except in the case of misconduct where an officer shall be subject to instant dismissal; but this shall not be deemed to restrict or in any way impair the statutory powers as to appointment or dismissal of officers vested in local authorities.

Effective Operation of Award

16. (a) The secretary or other authorized officer of the union of workers shall, with the consent of the employer (such consent not to be unreasonably withheld), be entitled to enter at all reasonable times the office or works and there interview any workers, but not so as to impede the work.

(b) In every establishment the occupier shall at all times keep a time and wages book showing in the case of each employee—

- (i) The name of the officer, together with his age if under twenty-one years;
- (ii) The kind of work on which he is usually employed;
- (iii) The hours worked on each day;
- (iv) The wages paid on each pay-day and the date thereof; and
- (v) Such other particulars as are prescribed by regulations.

(c) Employers bound by this award shall, upon request by the union, supply a list of their officers eighteen years of age and over or who are in receipt of adult salary, 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 every three months.

(d) The employer shall allow any officer or executive member of the union leave of absence on pay to attend union executive business, provided such leave does not exceed twelve hours in any period of three calendar months.

Workers to be Members of Union

17. (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.)

Under-rate Workers

18. (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.

Application of Award

19. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or local authority 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

20. This award shall operate throughout the Wellington and Marlborough Industrial Districts.

Term of Award

21. This award, in so far as it relates to rates of wages, shall be deemed to have come into force on the 1st day of June, 1949, 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 30th day of September, 1950.

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 30th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

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MEMORANDUM

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

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

A. TYNDALL, Judge.
