

TARANAKI LOCAL AUTHORITIES' OFFICERS—AWARD

In the Court of Arbitration of New Zealand, Taranaki 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 Taranaki Local Authorities' Officers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Councils and Boards (hereinafter called "the employers") :—

Clifton County Council, Waitara.
 Egmont County Council, Opunake.
 Eltham Borough Council, Eltham.
 Eltham County Council, Eltham.
 Hawera Borough Council, Hawera.
 Hawera County Council, Hawera.
 Inglewood Borough Council, Inglewood.
 Inglewood County Council, Inglewood.
 Kaponga Town Board, Kaponga.
 Manaia Town Board, Manaia.
 New Plymouth City Council, New Plymouth.
 Opunake Borough Council, Opunake.
 Patea Borough Council, Patea.
 Patea County Council, Patea.
 Stratford Borough Council, Stratford.
 Stratford County Council, Stratford.
 Taranaki County Council, New Plymouth.
 Waimate West County Council, Manaia.
 Waitara Borough Council, Waitara.
 Whangamomona County Council, Whangamomona.

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 1st day of April, 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 11th day of October, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. (a) This award shall apply to the workers (whose conditions of employment are not otherwise provided for) employed by Borough Councils, Town Boards, County Councils, Road Boards, River Boards, Drainage Boards and Supply Authorities.

(b) Such workers shall not include—

- (i) Chief or sole executive officers (including overseers or foremen where no engineer is employed).
- (ii) Male workers in receipt of a salary of more than £500 per annum (apart from overtime) or female workers in receipt of a salary of more than £350 per annum (apart from overtime).
- (iii) Part-time workers shall be included in this award only if they work for more than 50% of the hours normally worked under this award. Where they are included, they shall be paid in proportion to the hours they work on the basis of the award rates plus 10%.

- (iv) Working gangers, leading hands, rangers, or dog-tax collectors.
- (v) Abattoir-managers, supervising gardeners, and managers of bus services.

Definitions

2. (a) "Officer" means a salaried employee of the local body or any employee appointed by resolution of the local body.

(b) "Overseer" means an employee responsible for the carrying-out of the work of other employees and who gives directions or instructions or who proceeds from job to job on inspection.

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

(d) "Emergency work" shall mean work involving the restoration of essential services affected by wind, fire, rain, snow, storms, floods, tides, earthquakes, or epidemics and requiring immediate attention, and shall include opening lake outlets.

(e) "Substantially" means engaged at a particular job for more than 50% of the time during any pay period.

Rates and Conditions of Pay

3. (a) Except in the case of officers specifically classified, all male employees shall be paid in accordance with the following scale—

	Per Annum. £
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
Twelfth year	450

Males with School Certificate: Commencing salary £175, then by male scale.

Males with University Entrance: Commencing salary £205, then by male scale.

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

	Per Annum.
	£
First year	150
Second year	165
Third year	190
Fourth year	215
Fifth year	240
Sixth year	265
Seventh year	285
Eighth year	300
Ninth year	305

Females with School Certificate, or Junior Typing Examination: Commencing salary £165, then by female scale.

Females with University Entrance: Commencing salary £190, then by female 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) Meter-readers shall be paid according to the male scale up to and including the eleventh year.

Meter-readers who collect cash, other than from pre-payment meters, shall be paid a cashier's risk allowance of 5s. per week.

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

(f) A female employed substantially 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 entitled under subclause (b) hereof.

(g) No deduction (other than for superannuation and other such contributions 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.

(h) 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.

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

(j) Every temporary or casual employee shall be paid 10% *pro rata* above the weekly rate.

(k) *Bonus for qualifications.*—When an officer passes an examination approved by the employer and the Taranaki Local Bodies' Officers' Industrial Union of Workers, and relevant to his normal work, he shall be paid an additional payment of £25 in the year in which such examination is passed.

The examinations to which this subclause shall apply are—

New Zealand Institute of Surveyors.

New Zealand Society of Accountants.

Chartered Institute of Secretaries (England).

New Zealand Institute of Local Body Administrative Officers.

New Zealand Engineers' Registration Board Examination.

Conditions of Employment

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

(b) Applicants before joining the staff shall pass a medical examination by an approved 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, where 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 cloakroom screened off for privacy.

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

(e) All out-of-pocket expenses reasonably incurred by any worker in the execution of his duties shall be paid by the employer. All claims for such expenses shall be rendered fortnightly or as mutually agreed, and such claims shall give particulars of travelling done and expenses incurred in the discharge of the worker's duties. The employer may, in connection with any particular claim, require that such claim shall be supported by statutory declaration.

Hours of Work

5. (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 both days inclusive.

(b) Where prior to the date of this award any local authority has been customarily observing shorter daily or weekly hours than those hereinbefore specified, that local authority shall continue to observe such shorter hours, but in such circumstances that local authority 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 payment of overtime, when subclause (a) hereof shall not apply: Provided always that an officer shall not be required to work more than nine hours in any one day without payment of overtime.

(c) A working week may be deemed to commence at 8 a.m. on Monday.

(d) Officers engaged at times of yearly balance, annual estimates, rate penalty period, issue of rate demands and reminders, and special national or civic occasions may be employed for a period not exceeding eighty hours per fortnight without payment of overtime.

(e) *Emergency Work.*—In the case of emergency work, and notwithstanding anything contained elsewhere in this award, the following provisions shall apply:—

(i) Except on the holidays named in subclause (b) of clause 7 hereof, 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.

(ii) Work done on the holidays mentioned in subclause (b) of clause 7 hereof, shall be paid for at ordinary rates in addition to the weekly wage for the first eight hours, and thereafter at time and a half rates in addition to the weekly wage.

(f) *Special Provisions.*—Where special circumstances dictate, the hours of work may be extended or varied by mutual agreement between the officer, employer, and the union, without payment of overtime, provided the officer is adequately compensated by extended annual leave, payment in lieu of overtime, or in some other manner acceptable to all of the aforesaid parties. In the event of failure to agree, the matter may be referred to a disputes committee as provided in clause 16.

(g) Notwithstanding the foregoing, to provide a measure of elasticity in the case of essential work or where subclause (a) is not practicable, time may be worked between 8 a.m. and noon on Saturday: Provided, always, that no more than forty hours are worked at ordinary rates in any one week.

Overtime

6. (a) Any time worked in any one day outside of or in excess of the hours specified in subclauses (a), (d), (e) (ii), and (g) of clause 5, 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. Except as provided in clause 5 (g), a minimum of two hours shall be paid for each call-back on any non-working day or holiday.

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

(c) Overtime shall be shown on the time sheet, and overtime pay shall be included with the payment for that period.

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

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

(f) Double time rates shall be payable for all time worked on Sunday, with a minimum payment of two hours.

(g) This clause shall not apply to officers working under the provisions of subclause (f) of clause 5.

(h) *Waterworks Caretakers*.—Provided that the present schedule of duties remains the same, a worker shall not be entitled to receive payment for overtime, but equivalent time off shall be allowed for any time worked in excess of forty hours in any one week. When a worker is required to work for less than half a day on any statutory holiday, such worker shall be entitled to half a day off therefor; if required to work for half a day or more on any statutory holiday, a worker shall be entitled to a full day off therefor, which may in the respective cases, by mutual arrangement, be added to the worker's annual holiday. The parties shall determine within the pay period during which the right to time off accrues, or within such other period as may be mutually agreed upon, as to whether such time off is to be granted or paid for. In the event of time off, as provided herein, not being granted, the worker shall be paid in lieu thereof at ordinary rates calculated on an hourly basis. A worker shall be entitled to two half-days' holiday in each week.

Holidays

7. (a) Holidays shall be allowed in accordance with the provisions of the Annual Holidays' Act, 1944.

(b) The undermentioned shall be paid holidays and shall not be considered as part of the annual holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and two other days to be arranged between the employer and his employees. The employer shall notify the union of the two days agreed upon.

(c) Time worked on any holiday mentioned in subclause (b) hereof shall be paid for at the rate of double time in addition to the weekly wage.

(d) If any of the holidays (except Anzac Day) mentioned in subclause (b) hereof falls on a Sunday, such holiday shall be observed on the next succeeding working day.

(e) Where practicable, the annual holiday shall be given in proximity to the Christmas or Easter holidays, and the employer shall give officers as much notice as is practicable of the date of the annual holiday.

(f) When a holiday falls on a non-working day, an officer shall not be entitled to receive more than his ordinary salary or to receive any payment in respect of that holiday, unless he performs work on that day.

(g) This award shall not operate so as to reduce the aggregate number of days' holiday previously enjoyed by any officer under the award during his present employment.

Sick Leave

8. Sick leave shall be at the discretion of the employer.

Transport and Travelling Expenses

9. (a) 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.

(b) *Bicycle Allowance.*—Officers shall be paid an allowance of 2s. 6d. for each week during which they are required to use their own bicycles in the performance of their duties.

Rest Period

10. An interval not exceeding ten minutes shall be allowed each morning and afternoon.

Uniforms

11. Existing conditions as to uniforms shall continue. Officers required to work in all weathers shall be supplied with suitable waterproof clothing.

Officers Performing Higher Grade Duties

12. Any officer who is instructed to perform the duties of a higher grade officer under this award shall 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 salary paid for the higher position.

Workers to be Members of Union

13. (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

14. (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.

Termination of Employment

15. Except in the case of casuals, in the absence of special written agreement between the employer and the officer one month's notice of resignation or dismissal shall be given by the officer or the employer, except in cases 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.

Matters Not Provided For

16. The essence of this award 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 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 composed of two representatives of the employers and two representatives of the union, 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 parties concerned of such dispute. Either side shall have the right to appeal to the 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 appealing.

Effective Operation of Award

17. (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) 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 every three months.

Scope of Award

18. This award shall operate throughout the Taranaki Industrial District.

Term of Award

19. This award, in so far as it relates to wages, shall be deemed to have come into force on the 24th day of January, 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 1st day of April, 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 11th day of October, 1949.

[L.S.]

A. TYNDALL, Judge.

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.