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

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 26th day of April 1960, between the Auckland Electric Power Board (hereinafter called "the board" or "the employer"), of the one part and the Auckland Provincial District Local Authorities Officers' Industrial Union of Workers (hereinafter called "the union") of the other part, whereby it is mutually agreed by and between the said parties as set out in the following Schedule.

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SCHEDULE

Scope of Agreement

1. This agreement shall apply to all employees of the Auckland Electric-power Board except those covered by, or subject to any other award or industrial agreement or any employee in receipt of a basic salary in excess of £915 per annum in the case of males and £665 per annum in the case of females (excluding overtime and special payments).

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

Hours of Work

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

(b) Faults telephone attendants may work shifts as required without the payment of overtime, provided that not more than seven and a half hours are worked in any one day or more than 112½ hours are worked in each three-weekly period.

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

Remuneration or Wages

3. (a) Subject to any special provisions contained elsewhere in this agreement, the increment shown in Grades 1, 2, 3 and 5 shall be considered as annual increments and shall be paid according to years of service in each particular grade.

(b) Employees without previous experience entering the service after the commencement of this agreement shall be entitled to increments in accordance with scale after completion of each 12 months of service.

(c) The minimum wage shall be payable to males and females on attaining the age of 21 years.

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

(e) With the exception of meter readers, faults telephone attendants, and messengers, the following shall be the minimum remuneration payable to male employees (not to apply to workers who after the date of this agreement commence employment under the age of 16 years until they reach such age):

<i>Grade I:</i>				Per Annum £
First year	.....	.....	.....	340
*Second year	.....	.....	.....	400
†Third year	.....	.....	.....	450
Fourth year	.....	.....	.....	500
Fifth year	.....	.....	.....	550
Sixth year	.....	.....	.....	600
Seventh year	.....	.....	.....	660
Eighth year	.....	.....	.....	710
Ninth year	.....	.....	.....	745
Tenth year	.....	.....	.....	780
Eleventh year	.....	.....	.....	835
Twelfth year	.....	.....	.....	870
Thirteenth year	.....	.....	.....	880
Fourteenth year	.....	.....	.....	910

*Entrant with School Certificate commences at this wage.

†Entrant with University Entrance Examination commences at this wage.

The wages prescribed in this agreement shall be increased by the annual amounts stated hereunder on the attainment by any employees of the qualifications specified.

Institute of Local Body Administrative Officers:				Per Annum £
Intermediate examination	.....	.....	.....	15
Advanced examination, an additional	.....	.....	.....	15
Professional examination, an additional	.....	.....	.....	30
Chartered Institute of Secretaries:				
Intermediate examination - Section A	.....	.....	.....	15
Intermediate examination - Section B, an additional	.....	.....	.....	15
Final examination, an additional	.....	.....	.....	30
New Zealand Society of Accountants:				
Three units	.....	.....	.....	15
Six units, an additional	.....	.....	.....	15
Nine units, an additional	.....	.....	.....	30
Institution of Electrical, Civil or Mechanical Engineers:				
Section A	.....	.....	.....	15
Section B, an additional	.....	.....	.....	15
Section C, an additional	.....	.....	.....	30

Conditions Applicable to the Above Special Payments

(a) The payment for any examination qualification referred to above shall commence from the first day of the month following the date on which the examination was completed, but not earlier than 1 September 1954.

(b) Where any employee holds two or more qualifications, he shall receive credit in respect on one qualification only.

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

Grade 2 – Meter Readers (21 years of age or over):

	Per Annum £
First year	710
Second year	745
Third year	780
Fourth year	835
Fifth year	870

Leading meter readers shall be paid 10s. 6d. and collectors 13s. per week in addition to their appropriate year of service in Grade 2.

Where meter readers are for any reasons unable to continue their ordinary work and the board is prepared to offer them alternative employment, the rates of remuneration for such alternative employment, shall be as agreed upon between the union and the board.

<i>Grade 3 – Messengers:</i>	Per Annum £
First year	660
Second year	710
Third year	745

Grade 4 – Faults Telephone Attendants 785

Faults telephone attendants shall be paid half ordinary rates extra for ordinary time worked on Saturday after 12 noon, single ordinary rate extra for ordinary time worked on Sunday, and double ordinary rate extra for ordinary time worked on the public holidays prescribed in clause 5, subclause (a).

The following shall be the minimum remuneration payable to female employees (not to apply to workers who after the date of this agreement commence employment under the age of 16 years until they reach such age):

<i>Grade 5:</i>	Per Annum £
First year	335
*Second year	390
†Third year	440
Fourth year	490
Fifth year	530
Sixth year	560
Seventh year	590
Eighth year	640
Ninth year	660

*Entrant with School Certificate or Junior Government Shorthand Examination commences at this wage.

†Entrant with University Entrance Examination or Senior Government Shorthand Examination commences at this wage.

Female employees engaged on accounting, book-keeping, posting, analysis and addressograph machines shall be paid an additional 11s. 6d. per week provided they pass a test of efficiency to be approved between the board and the union.

Overtime

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

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

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

(d) Where any employee is required to work on any day outside the usual working week, he shall be paid as follows:

Saturday: The first three hours at time and one half and thereafter at double time.

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

Sundays: Double rates for all time worked.

Holidays and Annual Leave

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

(b) All employees, after 12 months' continuous service with the board shall be entitled annually to two calendar weeks and the working days between Christmas and New Year as annual leave exclusive of any holidays mentioned in subclause (a) hereof.

All employees of the board who have served continuously in its employ for a period of not less than 10 years shall be granted an annual holiday of five working days on full pay in addition to the annual holiday prescribed in subclause (b) of this clause.

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

(d) Where any employee is required to be on duty on any holiday or any portion of a holiday above prescribed in subclause (a) hereof he shall in addition to his ordinary rate of salary be paid at the rate of double time for each hour worked. In lieu of being paid for such holidays or portion of a holiday at the rate above prescribed, an employee may at the discretion of the board be allowed time off duty at the rate of two hours for each hour worked, and such time off duty shall not be deducted from the annual recreation leave. If such time off is not taken within a period of 12 months from the date it accrues, payment shall be made therefor.

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

Meal Allowance

6. (a) Any employee other than a shift worker, who is required to work after 4.30 p.m. for a minimum of two hours on any day shall be paid a meal allowance of 4s. 6d. provided that such work is commenced before 6 p.m.

(b) A shift worker who is required to work a minimum of two hours overtime immediately following the completion of his usual shift shall be paid a meal allowance of 4s. 6d.

The provisions of clause 17 hereof shall not apply to the payment prescribed by this clause.

Morning Tea

7. An interval not exceeding 10 minutes shall be allowed to the staff for morning tea.

Expenses

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

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

Payment of Salaries and Wages

9. All wages shall be payable either weekly or fortnightly, and for the purpose of calculating the amount payable weekly in respect of annual salaries the amount of annual salary shall be divided by 52.

Terms of Employment

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

General Conditions

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

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

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

(d) No deduction (other than for superannuation and such other contributions which may be agreed upon between the employer and the worker) shall be made from the salary or wages of any worker bound by this agreement, except for time lost by the worker through sickness, accident or default.

Workers to be Members of the Union

12. (a) It shall not be lawful for the board to employ or continue to employ in any position or employment subject to this agreement, any adult person who is not for the time being a member of the Auckland Provincial District Local Authorities Officers' Industrial Union of Workers.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 years of age or upwards and every other person who for the time being is in receipt of not less than the minimum rates of wages prescribed by this agreement for workers of the age of 21 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.)

Matters Not Provided For and Appeals

13. The essence of this agreement 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 agreement, or any of them as to any matter whatsoever arising out of or connected therewith, including any dispute or difference as to the decision of the board respecting the dismissal, disrating or promotion of any employee and not dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of the union and two representatives of the employers, none of whom shall be members of the legal profession, together with an independent chairman to be mutually agreed upon or in default of agreement to be appointed by the Conciliation Commissioner for the district: Provided that all disputes shall be considered by the committee within one month of the date of notification to the board or the union of such dispute. Either side shall have the right to appeal to the Arbitration Court against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of making an appeal.

Under-rate Workers

14. (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 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

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

Right of Entry Upon Premises

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

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

Term of Agreement

16. This agreement shall come into force on the 1st day of December 1959 and shall continue in force until the 31st day of March 1961.

The common seal of the Auckland Electric Power Board was hereunto affixed, this 26th day of April 1960.

[L.S.]

W. H. FORTUNE, Chairman.
L. R. WAYGOOD, Member.
G. ALLAN, Member.

The common seal of the Auckland Provincial District Local Authorities Officers' Industrial Union of Workers was hereto affixed pursuant to a resolution of the committee held on the 26th day of April 1960:

[L.S.]

D. S. SHORE, President.
J. B. DAVY, Secretary.
