

NORTHERN, CANTERBURY, AND OTAGO AND SOUTHLAND ELECTRIC-POWER
BOARDS' OFFICERS—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the undermentioned union, (hereinafter called “the employers”):

New Zealand Electrical Supply Authorities Industrial Union of Employers,
154 Featherston Street, Wellington,
and the undermentioned unions:

Auckland Provincial District Local Authorities' Officers Industrial Union of
Workers, 81 Wakefield Street, Auckland.

Canterbury Clerks Cashiers and Office Employees Industrial Union of Workers,
196 Cashel Street, Christchurch.

Otago Clerical Workers Industrial Union of Workers, Capitol Buildings,
67 Princes Street, Dunedin.

(hereinafter called “the union”).

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 November 1962 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 9th day of August 1961.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the officers and clerical workers employed by electric-power boards.

Such officers shall not include:

- (a) Executive officers.
- (b) Male workers in receipt of a salary of more than £1,090 per annum apart from overtime, and female workers in receipt of a salary of more than £730 per annum apart from overtime.
- (c) Officers covered by other awards or industrial agreements.

Definitions

2. (a) "Officers" shall include all persons not already covered by any other award or industrial agreement, but shall not include executive officers.

(b) "Casual or temporary officers" shall mean any person employed for less than one month continuously.

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

Hours of Work

3. (a) The normal hours of work shall not exceed 40 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 date of this award any employer has been customarily observing shorter daily or weekly hours than those hereinbefore specified, that employer 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 40 hours per week without payment of overtime.

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, except that actual clock-hours in subclause (a) of clause 3 may be varied by mutual agreement between the employer and the sales staff.

(b) If at any time a worker is called out after having ceased work or before the normal time of starting work on any week-day or any time on Saturday or Sunday or on any holiday specified in clause 6 of this award, then the time so worked shall be paid for at overtime rates, computed from the time of leaving home to the time of return: Provided that a minimum of two hours shall be paid for each occasion.

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

(d) An officer called upon to continue working overtime in excess of one hour on any day after the usual time for knocking off work shall be paid 5s. meal-money, providing such officer 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) Any officer required to commence work after the cessation of public wheeled traffic, or before the ordinary starting time of such traffic, and any officer who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic shall be conveyed to or from his home at the expense of the employer, or shall be paid for time reasonably occupied in travelling at ordinary rates of pay.

For the purposes of this award "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to or from their work.

Rates and Conditions of Pay

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

| | Per Annum | |
|-------------------------|-----------|-----|
| | £ | |
| First year | .. | 315 |
| Second year | .. | 360 |
| Third year | .. | 415 |
| Fourth year | .. | 495 |
| Fifth year | .. | 570 |
| Sixth year | .. | 630 |
| Seventh year | .. | 670 |
| Eighth year | .. | 710 |
| Ninth year | .. | 755 |
| Tenth year | .. | 800 |
| Eleventh year | .. | 850 |
| Twelfth year | .. | 890 |
| Thirteenth year | .. | 910 |
| Fourteenth year | .. | 940 |

Males with School Certificate commence at third year of scale.

Males with University Entrance commence at fourth year of scale.

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

| | Per Annum | |
|----------------------|-----------|-----|
| | £ | |
| First year | .. | 315 |
| Second year | .. | 360 |
| Third year | .. | 415 |
| Fourth year | .. | 455 |
| Fifth year | .. | 500 |
| Sixth year | .. | 530 |
| Seventh year | .. | 580 |
| Eighth year | .. | 625 |
| Ninth year | .. | 675 |

Females with School Certificate or Junior Typing Examination commence at third year of scale.

Females with University Entrance or Senior Typing Examination commence at fourth year of scale.

(c) The employer may engage an officer at any stated rate of salary in the scales being not less than the amount to which the officer is entitled under the award, provided that such commencing rate shall be increased by the increments for subsequent service as set out herein.

(d) For the purpose of qualifications 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.

(e) Employers shall review all salaries annually.

(f) *Grade II*—(i) Officers may be promoted to Grade II if in the opinion of the employer some advancement beyond the specified steps of the general scale is justified on the basis of merit, proficiency, service, or responsibility. Each year the employer shall review the salaries of officers on this grade and in the event of the employer granting an additional increment which shall not be less than £25 to any officer of Grade II such increment shall have effect from 1 April in that year.

(ii) Officers who, on the coming into force of this award, are already in Grade II as provided by this subclause shall have their existing salaries increased by an amount being not less than the additional rate (if any) granted by virtue of this award to officers in the fourteenth year scale rate in the case of males, and ninth year scale rate in the case of females; provided that where any officer so graded has had an increase granted as from the 1st day of April, the amount so granted may be offset against any increase payable under this subclause.

(g) *Meter-readers*—Meter-readers and storemen shall be paid in accordance with the general scale up to and including the eleventh year, but if 21 years of age or over on commencement shall be paid a commencing salary of not less than the rate fixed by the sixth year of service.

Meter-readers who bill from the field shall be paid 10s. per week extra.

(h) An officer employed on ledger-posting machines or book-keeping machines or analysis machines (other than adding machines) shall be paid 9s. per week in addition to the rate which such officer is receiving under subclause (a) or (b) of this clause. This subclause shall not apply to male officers in receipt of a salary in excess of £630.

(i) Subject to the provisions of clause 12, 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.

(j) 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.

(k) An officer who acts as a cashier, wages or pay clerk and handles cash, or a meter-reader who collects cash, in any one week shall be paid 7s. as a risk allowance for that week in addition to the rate to which such worker is entitled under subclauses (a) or (b) of this clause.

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

(m) (i) Every temporary or casual officer shall be paid 20 per cent *pro rata* above the weekly rate.

(ii) Part-time employees shall not be employed except upon conditions as shall be agreed upon between the employer and the union.

(n) For the purpose of calculating the amount payable weekly in respect of annual salaries the amount of annual salary shall be divided by 52.

(o) Where an officer employed by any employer party to this award obtains a full pass (subject to sectional examinations) in one of the examinations listed below, he shall, on completion of the salary year in which he obtains the pass and each year thereafter, have added to his appropriate scale rate an allowance as denoted below: Provided that an officer holding more than one qualification shall be paid for that carrying the higher allowance.

The allowance shall apply or continue only while the officer concerned is engaged on duties to which the qualification is appropriate.

- (i) B. Com.
- B.E.
- A.M.I.E.E.
- B.Sc.
- LL.B.

An allowance of £45.

- (ii) New Zealand Institute of Local Body Administrative Officers.
- Chartered Institute of Secretaries (England).
- Accountancy Professional.
- New Zealand Certificate of Engineering (Draughtsmen or Draughtswomen).

An allowance of £15 on passing three section with a maximum of £45 on completion.

Holidays

6. (a) Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944, but in the case of officers with 10 years' continuous service, part of which may have been served with any other electric-power board or supply authority in New Zealand, or, at the discretion of the employer, similar local body experience in New Zealand, three weeks' holiday shall be allowed.

(b) The undermentioned holidays shall be allowed without deduction of pay and shall not count as part of the annual holidays: New Year's Day and the day following or a day in lieu thereof, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day or a day in lieu thereof.

(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.

(d) In the event of a holiday, other than Anzac Day, named in sub-clause (b) of this clause, falling on a Saturday or a Sunday such holiday shall be observed on the next succeeding working day or days.

(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) 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, nor shall the days mentioned in subclause (b) of this clause be used in lieu of, or as an offset to such customary holidays.

Expenses

7. (a) All authorised 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 an allowance in accordance with the Public Service scale.

(c) Officers shall be paid an allowance of 3s. for each week during which they are required to use their own bicycles in the performance of their duties.

Rest Period

8. An interval not exceeding 10 minutes shall be allowed to the staff each morning and afternoon.

Conditions of Employment

9. (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 present themselves for a medical examination by an approved doctor if required to do so.

(c) In offices in which females are employed, reasonable accommodation shall be provided for their exclusive use. 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 cloak-room screened off for privacy.

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

(e) Written details of the salary computation shall be inserted in each pay envelope whenever there is a variation in the workers' ordinary pay period earnings.

Clothing

10. (a) Every employee who is required by the employer to wear a uniform when on duty shall be provided with same at the expense of the employer.

(b) Officers required to work outside 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

11. Any officer who is instructed to perform the duties of a higher-grade officer under this award shall, if he occupies the higher-grade position for more than two weeks continuously, be paid from the date upon which he commenced the higher-grade duty, and whilst performing such higher-grade duty 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, or on annual leave.

Sick-leave

12. (a) Each employee shall be entitled to 10 working days' sick leave on full pay for each completed year of service with an electric-power board. Service shall be continuous and sick leave entitlement shall be cumulative. A medical certificate signed by a medical officer approved by the employer may be required as proof of illness in all cases, but must be produced if the absence on account of sickness extends beyond two days.

(b) The employer may grant leave of absence on full pay where, in its opinion, an employee is incapacitated by injury arising out of and in the course of his or her employment. Such leave shall be in addition to the sick-leave mentioned in subclause (a) of this clause.

Termination of Employment

13. Except in the case of casuals, in the absence of special written agreement between the officer and the employer 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.

Workers who fail to give the required notice of resignation shall be liable to forfeit one week's wages in lieu thereof.

Workers to be Members of Union

14. (a) Subject to the provisions of section 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 18 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 21 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 section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

15. (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 any 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 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) 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.

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 comprised of two persons representing the employing boards and two persons representing the officers of the boards, 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 against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after the decision has been made known to the parties desirous of appealing.

Effective Operation of Award

17. (a) The secretary or other authorised 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 employer 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 21 years;
- (ii) The kind of work on which he is usually employed;
- (iii) The hours worked each day;
- (iv) The wages paid on each pay-day and the date thereof; and
- (v) Such other particulars as are prescribed by regulation.

(c) Employers bound by this award shall, upon request by the union, supply a list of their officers 18 years of age and over 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 12 hours in any period of three calendar months.

Application of Award

18. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or electric-power board 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.

Exemption

19. Nothing in this award shall apply to the Auckland Electric-power Board.

Scope of Award

20. This award shall operate throughout the Northern, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

21. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 1st day of June 1961, and so far as all other provisions of the 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 November 1962.

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 9th day of August 1961.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

On 6 June 1961 the Clerk of Awards, having been notified by the Conciliation Commissioner that a settlement of the New Zealand Electric-power Boards Officers' industrial dispute had been arrived at in the course of an inquiry held on 5 May 1961

before a Council of Conciliation, forwarded the terms of the settlement directly to the Court pursuant to section 130 of the Industrial Conciliation and Arbitration Act 1954.

In this dispute, the proceedings for the hearing of which were initiated on 27 March 1961, the applicant was the New Zealand Electrical Supply Authorities Industrial Union of Employers and the respondents were four industrial unions of workers, including the Wellington, Marlborough, Westland, Nelson and Taranaki Local Bodies' Officers' Industrial Union of Workers. The latter union had initiated proceedings on 10 February 1961 for the hearing of a dispute in the same industry, limited in scope, however, to the Taranaki, Wellington, Marlborough, Nelson, and Westland Industrial Districts, and a separate Council of Conciliation was set up, and considered this limited dispute on 4 May 1961.

The following report of the Conciliation Commissioner records the results of the work of the two councils:

"1. This dispute which has priority of hearing covers the Taranaki, Wellington, Marlborough, Nelson and Westland Industrial Districts, and was heard on May 4th 1961.

'No Settlement' was reached as the employers desired a New Zealand coverage, and Mr. Anton, who appeared as advocate for the applicant union informed the Council that he would not be present on May 5th when the employers application was heard. After the conclusion of the Council proceedings he handed me a letter which read:

'This will serve to notify that the above union has filed no counter-proposals in respect of the above mentioned dispute, neither has it nominated any persons for appointment as assessors.

Anyone who may appear for appointment as a worker's assessor at tomorrow's hearing from within the area under the jurisdiction of this union, will be doing so entirely on their own responsibility..

(Signed) G. Hobbs, President'

2. On May 5th, the employers application was heard. In addition to Messrs. Blacker and Davy, three representatives from the Wellington etc. Union were present and requested me to appoint them as assessors which I duly did.

A complete agreement was reached."

Subsequently, the Wellington, Marlborough, Westland, Nelson and Taranaki Local Bodies' Officers Industrial Union of Workers notified the Court that it did not concur with the terms of the alleged complete settlement and desired a hearing of its application.

In view of the foregoing the Court did not think fit to exercise its authority under section 130 of the Act and incorporate the terms of the settlement in an award without a hearing.

Accordingly, the parties were heard on 21 July 1961, when it was denied by the Wellington, Marlborough, Westland, Nelson and Taranaki Local Bodies' Officers Industrial Union that the three persons appointed as assessors on 5 May were representatives of the union, although it was admitted they were bona fide engaged as workers in the industry to which the dispute related and were members of the union.

The attitude of the union is disclosed in the following extract from its submissions, the union being responsible for the underlining:

"On the 11th May, 1953, the first New Zealand award was made (Vol. 53, Page 545). Following the negotiations in respect of the 1953 dispute, it was reluctantly agreed that in order to meet the employers' wishes for a dominion award they would initiate proceedings as applicants.

The Court's records in respect of succeeding disputes will disclose that never have more than three of the five unions of workers nominated assessors at the Conciliation Councils, with the result that the applicant union in the present dispute has been left to carry the lion's share of negotiation.

In an endeavour to terminate this unsatisfactory state of affairs, the employers were advised on 11th December, 1959, and confirmed on the 22nd February, 1960, that the Wellington etc. Local Bodies' Officers' Union would in future independently take action to initiate proceedings for the settlement of any disputes.

On the 17th December, 1959, the New Zealand Electrical Supply Authorities Industrial Union of Employers replied, stating inter alia:—

'The reason there was agreement that this Industrial Union of Employers should become the nominal applicant is purely to facilitate a settlement in Conciliation Council, and is an administrative advantage, and should not be construed as anything else.

You are aware of what had happened on previous occasions where there were about five sets of claims for a new award, and about five sets of counter-claims. I think you will agree that the only national Union has performed a service by nominally becoming the applicant to facilitate a dispute being brought before a Council of Conciliation, and leave the various districts Unions to be respondents, but it was made clear in Conciliation Council by our Advocate, that for the purpose of the dispute, and any subsequent proceedings in the Court of Arbitration, the Employers' Union was happy to be the respondents and leave it to the 'Workers' Union to be the applicant Union.'

In reply to our confirmatory letter of the 22nd February, 1960, the Employers' Union reiterated its views:—

'I assume that you have advised the other Workers' Unions affected, and I take it that this now leaves this Union free to take whatever steps it considers necessary in Conciliation Council, as you desire to upset the previous arrangements we had where this Union, being the only National Union involved, would merely initiate proceedings for a new award, allowing the Workers' Unions to become the applicants should it be necessary, at any stage, to go to the Court of Arbitration.'''

It is acknowledged that the limited dispute has priority as to date of filing.

The union of employers desires that the scope of the new award should be identical with that of the award being superseded (60 Book of Awards 77), from which incidentally the Auckland Electric-power Board and the Grey Electric-power Board have in the past been excluded.

After consideration of all the circumstances, the Court has decided to incorporate the terms of settlement in an award, with the exception that the coverage of the award will be defined as follows:

Clause 19. Nothing in this award shall apply to the Auckland Electric-power Board.

Clause 20. This award shall operate throughout the Northern, Canterbury, and Otago and Southland Industrial Districts.

The dispute covering the Taranaki, Wellington, Marlborough, Nelson, and Westland Industrial Districts will be referred back to the appropriate Council of Conciliation as it is clear that the council has not yet complied with the provisions of section 124 of the Industrial Conciliation and Arbitration Act.

A. TYNDALL, Judge.