

AUCKLAND HARBOUR BRIDGE AUTHORITY 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 10th day of May 1961, between the Auckland Harbour Bridge Authority (hereinafter called "the authority" 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:

SCHEDULE

Scope of the Agreement

1. This agreement shall apply to all salaried employees of the authority except those covered by or subject to any other award or industrial agreement or any other employee under the following classification: The General Manager, Secretary-Treasurer, Accountant, Bridge Superintendent, Deputy Bridge Superintendent and Maintenance Superintendent.

Hours of Work

2. (a) Except in hereinafter provided 37½ hours shall constitute a week's work and shall be worked between the hours of 8 a.m. and 5 p.m. on Monday to Friday, both days inclusive, but not more than seven and a half hours each day with an interval of one hour for lunch. In this agreement a day shall mean a period of 24 hours following the hour of commencing duty specified in this clause.

(b) The staff of the Bridge Control Department, except clerks and typists, shall work 40 hours per week on five shifts of eight hours with an interval of not more than one hour for a meal break in each shift. Time worked between 7 a.m. Monday and 7 a.m. Saturday, both days inclusive, shall be paid for at ordinary rates.

Where any member of the Bridge Control staff works between the hours of 11 p.m. on one day and 7 a.m. on the following day, he shall be paid an extra 5s. for each shift worked. Time worked between 7 a.m. Saturday and 7 a.m. Sunday shall be paid for at the rate of time and a half. Time worked between 7 a.m. Sunday and 7 a.m. Monday shall be paid at double time rates.

(c) The normal hours of work for Maintenance Department employees designated as foreman shall be the same as those of the men over whom they exercise control; namely eight hours per day, Monday to Friday, in each week.

Remuneration or Wages

3. (a) Where an employee completes one year's service on the maximum of his grade during the year, his salary shall be considered by the authority in the month of March of every year while he is on the maximum of his grade. Any increment granted to any employee as the result of such consideration shall take effect from 1 April of that year.

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

(c) All employees shall receive their first annual increments after 12 months service and all future annual increments to which they have become entitled shall take effect each 12 months thereafter.

(d) For the purpose of salaries in the general clerical salary scale for males and females the attainment of any of the following qualifications shall be rewarded by additional annual payments based as follows:

Intermediate and Final Examinations for Chartered		£	s.	d.
Institute of Secretaries, each		24	0	0
A.R.A.N.Z.		60	0	0
B.A., B.Com.		90	0	0
M.A., M.Com., LL.B.		120	0	0
Typists Advanced Examination		30	0	0
Typists Special Examination		48	0	0
Typists Senior Reporters Examination		60	0	0

For passing the following number of subjects in the undermentioned degree or examinations:

Four subjects of the A.R.A.N.Z.	30	0	0
Six units of the B.A., or six subjects of the B.Com. or LL.B. Examinations	45	0	0

The authority may allow credit for any other qualifications of an equivalent standard held by any employee and such credit shall be as may be agreed upon between the authority and the union.

(e) Any employee in the general clerical salary scales for males or females obtaining School Certificate or University Entrance Examination, or the Junior or Senior Government Typing and Shorthand Examinations shall receive a grade salary increase of one step without prejudice to the next annual grade salary increase to which he or she is entitled and such increase shall be payable on 1 January, 1 April, 1 July or 1 October next following the last day on which the employee sits the examination and at which such qualification is obtained.

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

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

(h) Any persons employed by the authority, gaining any of the above qualifications during any year, shall receive any increase to which he is entitled through gaining such qualification on 1 January, 1 April, 1 July or 1 October next following the last day on which the employee sits the examination and at which such qualification is obtained.

(i) The following shall be the minimum salaries payable to all employees specified in the following scales:

Grade 1 (a) (Males)

	£
First year	360
Second year	415 (1)
Third year	475 (2)
Fourth year	535 (3)
Fifth year	600
Sixth year	650
Seventh year	712
Eighth year	772
Ninth year	805
Tenth year	825 (4)
Eleventh year	865
Twelfth year	900
Thirteenth year	925
Fourteenth year	940

NOTE—

- (1) Entrant with School Certificate commences at this salary.
- (2) Entrant with University Entrance Examination, or Endorsed School Certificate commences at this salary.
- (3) Entrant with Higher Leaving Certificate commences at this salary.
- (4) Maximum for employees engaged for a period not exceeding three months.

Grade 1 (b) (Males)

£960–£980–£1,000–£1,025

The steps in this grade shall not be automatic.

Grade 2 (a)

Bridge control officers, £870 per annum.

Grade 2 (b)

Bridge control supervisors, £965 per annum.

Grade 3 (Females)

	£
First year	360
Second year	415 (1)
Third year	475 (2)
Fourth year	535 (3)
Fifth year	600
Sixth year	625
Seventh year	640
Eighth year	670
Ninth year	700
Tenth year	720 (4)

NOTE—

- (1) Entrant with School Certificate or Junior Government Shorthand Examination commences at this salary.
- (2) Entrant with University Entrance Examination, Endorsed School Certificate or Senior Government Shorthand Examination commences at this salary.
- (3) Entrant with Higher Leaving Certificate commences at this salary.
- (4) Maximum salary for female employees engaged for a period not exceeding three months.

Grade 3 (b) (Females)

£750-£785-£825-£850-£885-£920

The steps in this grade shall not be automatic.

Grade 4

Administrative and maintenance: Personal gradings to personal occupants of positions.

	£	
Senior accounts clerk	1,100	
Senior cashier	1,030	
Maintenance overseer	1,050	from 1/4/61
Technical assistant	1,000	from 1/4/61
Foreman scaffolder rigger safety officer	1,027	on completion of six months probationary period
Foreman scaffolder rigger	942	on completion of six months probationary period
Foreman painter	952	on completion of six months probationary period

Overtime

4. (a) Subject to sub-clause (d) hereof. All time worked in excess of the hours specified in clauses 2 (a), 2 (b) and 2 (c) shall be specified as overtime and shall be paid for at the rate of time and one half for the first three hours in any one day and thereafter at double time until the payment in respect of wages and overtime shall reach £1,360 per annum. All overtime worked and for which payment exceeds the above mentioned sum shall be paid for at ordinary rates provided further, however, that all overtime worked on a Sunday or a public holiday shall be paid for at double rates and shall not be considered when computing the above sum. Any employee may be employed for periods not exceeding one half hour and aggregating not more than one hour per week without payment of overtime.

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

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

(d) Bridge Control staff if required to work over and above the normal hours of duty detailed in the regular departmental roster, when such time is not worked in continuation of the hours of duty laid down for any one day in such roster, but requires a call-back before the commencement or after the completion of the normal day's work, shall be paid a minimum of four hours overtime; provided however, that in the event of such call-back being cancelled within two hours of the time stated for the officer to report then he shall be paid a minimum of two hours overtime.

The minimum of four hours overtime referred to in this subclause shall be payable only in the following circumstances:

- (1) When officers are called back for duty not worked in continuation of the hours of duty laid down for any one day in such roster but requires a call-back before the commencement or after completion of the normal day's work, and of which no advice has been given them by 5 p.m. on the day previous, that they would be required to work such overtime.

(This means that if the Bridge Superintendent or his deputy gives advice to men prior to 5 p.m. before the day on which overtime is to be worked, then normal overtime is payable, and the question of a minimum of four hours does not arise.)

- (2) When officers are required to attend the Magistrates' Court for the purpose of giving evidence in traffic cases on their rostered days off or where officers would, if rostered, commence duty from and including 3 p.m. on that day they are required to give such evidence.

Holidays and Annual Leave

5. (a) Except as provided in sub-clauses (e) and (f) hereof, all employees shall be entitled to the following public holidays without any deduction of pay – viz. New Year's Day and the next following day, Anniversary Day, Anzac Day, Good Friday, Easter Monday, Sovereign's birthday, Labour Day, Christmas Day, Boxing Day and any other day or days which may from time to time be proclaimed as public holidays or usually observed or granted by the Auckland Harbour Bridge Authority. Should any of the above public holidays, except Anzac Day, fall on a Saturday or Sunday, the following working day shall be observed as a holiday. Employees on leave of absence without pay when any of the above holidays accrue shall not be entitled to payment for such holidays or for time off duty in lieu thereof.

(b) Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944, but every member of the staff of the authority covered by this agreement shall, after 12 months continuous service with the authority, be entitled to the following annual leave:

First to fifth years inclusive – two weeks

Sixth year and thereafter – three weeks

(c) At least 14 days' notice of the commencement of annual leave shall be given by the authority to the employee.

(d) No person shall accumulate annual leave for a period of more than two years.

(e) Where any employee is required to be on duty or where any employee is required to attend any Court proceeding arising out of his employment on any holiday, or any portion of a holiday above prescribed, he shall in addition to his ordinary rate of salary, be paid at the rate of two hours for each hour worked with a minimum of two hours at the double rate. In lieu of being paid for such holidays or portion of the holiday at the rate above prescribed, an employee may, at the discretion of the General Manager or the authority, be allowed time off duty at the rate of two hours for each hour worked, with a minimum of four hours and such time off shall be taken at a later date to be arranged by the authority or the General Manager, 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.

(f) Members of the Bridge Control staff so rostered are required to work on public holidays and shall be paid a maximum of treble time for the hours worked on such public holidays.

Sick Leave

6. (a) Any employee unable to perform his or her duties on account of sickness or accident shall, on production of a medical certificate where such absence exceeds three working days continuously, be entitled to sick-leave on full pay at the rate of 10 working days per annum for each completed year of local authority service and such sick-leave shall be regarded as accumulative over the whole of the employee's service. The authority may, however, allow the first 10 days' sick-leave to be spread over the first two years' service with the authority and any sick-leave over and above 10 working days shall not become due until after the completing of the second year of local authority service. This clause shall not apply to any

employee of the authority whose services have been temporarily engaged for a period not exceeding three months or who has been engaged temporarily in part-time employment.

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

(c) For the purpose of this clause "local authority service" shall mean continuous service with the Auckland Harbour Bridge Authority.

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

(e) Notwithstanding anything herein contained in this clause, the authority may at any time require an employee to be medically examined by the authority medical assessor and the authority may, if it so thinks fit, retire any employee on the grounds of him being medically unfit, provided, however, that no employee shall be so retired until after he has taken any accumulated balance of sick-leave to which he shall be entitled, at the date the authority received a certificate from the authority's medical assessor.

Uniforms and Clothing

7. Every employee who is required by the authority to wear a uniform when on duty shall be provided with same at periods not exceeding 18 months at the expense of the employer.

Employees in the uniform section of the Bridge Control Department shall receive an additional pair of trousers at periods not exceeding 18 months.

Meal Allowance

8. Any employee who is required to work after 5 p.m. for a minimum of two hours on any day shall be paid a meal allowance of 5s. provided, however, that such work is commenced before 6.30 p.m. and provided further, that except as hereinafter provided, this allowance shall not be paid to shift workers, nor to Bridge Control staff not working a day roster of hours 7.30 a.m. to 5 p.m.

Morning Tea

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

Expenses

10. All authorised out-of-pocket expenses incurred by any employee in the execution of his duties shall be paid by the authority.

Employees Performing Higher-grade Duties

11. Any employee who performs the duties of a higher-grade employee shall, if he occupies the higher-grade position for more than eight weeks, continuously be paid from the date upon which he commenced the higher-grade duty and while engaged in performing such higher-grade duty, at a rate of not less than the minimum salary paid for the higher position.

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

Payment of Salaries

12. All salaries and wages shall be paid weekly or fortnightly at the discretion of the authority. Payment of salaries shall be made during working hours where practicable.

Terms of Employment

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

General Conditions

14. (a) The appointment of employees to the permanent staff of the authority shall be after a satisfactory period of six months on probation.

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

(c) Where an agreement is reached during the currency of this agreement between the authority and the union in respect of the salary or any conditions of employment of any employee or class of employment covered by this agreement, then such agreement shall be deemed to be part of this agreement, and the provisions contained therein shall be binding upon both the authority and the union as if such provisions were included in this agreement.

Workers to be Members of Union

15. (a) It shall not be lawful for the authority 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 purpose of sub-clause (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 agreement for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(NOTE—Attention is drawn to sub-section (4) of section 174 of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Matters Not Provided For and Appeals

16. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute has 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 authority 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 authority by 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 the appeal.

Under-rate Workers

17. (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 authority before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Part-time Employees

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

Right of Entry Upon Premises

19. 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 authority 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.

Application

20. No person in the employment of the authority who, at the date of this agreement, is in receipt of a higher rate of pay or other remuneration or who has been carrying out any of the duties covered by this agreement for a period of 12 months or over prior to the day of this agreement shall have his or her pay or remuneration reduced, or suffer any reduction of status on account of this agreement.

Term of Agreement

21. This agreement shall come into force on the 1st day of April 1961 and shall continue in force until the 31st day of March 1962.

The common seal of the Auckland Harbour Bridge Authority was hereto affixed this 10th day of May 1961 in the presence of:

[L.S.]

B. P. STEVENSON, Deputy Chairman.
O. H. BRANNIGAN, Secretary.

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 passed on the 1st day of June 1961 in the presence of:

[L.S.]

J. W. MADDEN, President.
J. B. DAVY, Secretary.