

**TIMARU CITY COUNCIL OFFICERS (OTHER THAN CLERICAL)—AWARD**

*[Filed in the Office of the Clerk of Awards, Christchurch]*

In the Court of Arbitration of New Zealand, Canterbury Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Canterbury Local Bodies' Officers (Other than Clerical) Industrial Union of Workers (hereinafter called "the union") and the under-mentioned council (hereinafter called "the employers"):

Timaru City Council, Timaru.

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 June 1964 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 6th day of November 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

*Application of Award*

1. This award shall apply to all officers of the council employed under the following classifications:

Assistant City Health Inspectors.

Chief Building Inspector.

Building Inspectors.

Engineering Assistants.

Assistant Engineers, Class II.

Draughtsmen.

Cadets engaged on architectural, draughting, engineering, surveying, or town planning and junior officers not holding specified positions.

Works Foreman, Gas Department.

City Works Foreman.  
 Waterworks Foreman.  
 Drainage Foreman.  
 Reserves Department Foreman.  
 Distribution Foreman, Gas Department.  
 Inspector, Omnibus Department.  
 Creche Attendant, Women's Community Centre.  
 Reservoir Superintendent.  
 Draughtswoman and/or female tracer.

#### *Hours of Work*

2. The normal hours of work shall not exceed 37½ hours per week of which seven and a half hours shall be worked on each of five days of the week, Monday to Friday, both days inclusive, and between the hours of 8 a.m. and 5.30 p.m.:  
 Provided:

- (a) The employer may require officers to work up to 40 hours per week when an occasion demands without payment of overtime.
- (b) The normal hours for foremen shall be the same as those of the men over whom they exercise control.
- (c) The normal hours, not exceeding 40 hours in any one week Monday to Saturday, for the Inspector (Omnibus Department) shall be worked as may be arranged between the employer and the union.
- (d) Intervals not exceeding 10 minutes shall be allowed for morning and afternoon tea.
- (e) The hours of work shall be continuous except for a meal break of not more than one hour in all cases except those of workers covered by subclauses (b) and (c) of this clause.

#### *Salaries*

3. The following scales of salary shall apply:

(a) <i>Position</i>	<i>Scale</i>
Assistant Health Inspector .....	£1,035-1,075-1,125-1,160.
Chief Building Inspector .....	£1,180-1,235-1,265.
Building Inspectors .....	£1,035-1,075-1,130-1,160.
Engineering Assistants .....	£980-1,020-1,060-1,115-1,155.
Assistant Engineers, Class II .....	£1,080-1,155-1,230-1,280.
Draughtsmen .....	£1,010-1,040-1,075-1,130.
Higher grade on recommendation of City Engineer .....	£1,160-1,190-1,245-1,265.
Draughtswoman and/or female tracer .....	£805-820-840.
Draughtswoman higher grade on recommendation of City Engineer .....	£850-880-910.
Gas Department—Works and Distribution Foreman .....	£995-1,050-1,080-1,115.
City Works Foreman .....	£1,130-1,165-1,220-1,250-1,280-1,310.
Waterworks Foreman .....	£975-1,015-1,045-1,080-1,130-1,150.
Drainage Foreman .....	£1,060-1,115-1,150.
Reservoir Superintendent .....	£930-1,030-1,070.
Reserves Department Foreman .....	£980-1,015-1,040-1,050.
Omnibus Department Inspector .....	£990-1,045-1,120-1,140.
Women's Community Centre Creche Attendant .....	£560-605-655.

*General Scale*

Male Junior Engineering Assistants, Draughting Assistants, Town Planning Assistants, Cadets (Engineering, Draughting and Town Planning):

	£		£
First year	..... 385	Sixth year	..... 690
Second year	..... 440	Seventh year	..... 745
Third year	..... 505	Eighth year	..... 795
Fourth year	..... 570	Ninth year	..... 855
Fifth year	..... 635	Tenth year	..... 900

In the general scale an employee shall be advanced above the scale rate appropriate to his length of service as follows:

- (1) If he has School Certificate: By one year.
- (2) If he has University Entrance: By two years.
- (3) On completion of the eighth year of the scale he may be advanced on the recommendation of the City Engineer to the next scale appropriate to his classification.

(b) The steps in the scales are annual increments payable on the anniversaries of the date of appointment or the date of promotion to the scale but if neither date is applicable then on such date as the employers shall decide.

Advancement in a scale as a result of obtaining any of the qualifications specified in this award shall be in addition to the foregoing annual increments but shall not entitle an employee to a salary greater than the maximum specified in his scale.

(c) An employee on the General Scale or an Engineering Assistant who obtains the New Zealand Certificate of Engineering or who passes Part II of the examination of the New Zealand Institution of Engineers or obtains the New Zealand Certificate in Draughting or obtains an equivalent qualification acceptable to the Council, shall be advanced one increment, or if he is at the top of the scale may be advanced, on the recommendation of the City Engineer, to the scale appropriate to his classification.

*Officers Performing Higher Grade Duties*

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

*Payment of Wages*

5. (a) Wages shall be paid at not longer than fortnightly intervals, not later than Thursday, and during working hours.

(b) The employer may make a rateable deduction from the wages of any worker for time lost through sickness, accident, default, or voluntary absence without the consent of the employer.

*Overtime*

6. (a) When overtime is required to be worked at the request of the chief executive officer reasonable notice shall be given to the worker, and wherever possible the period of notice of overtime shall not be less than five hours.

(b) All time worked in excess or outside of the hours specified in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(c) Time worked on Sundays or after noon on Saturdays shall be paid for at double rates.

(d) The provisions of this clause shall apply only to the general scale for male cadets and junior officers and to the scale for draughtswomen and female tracers.

#### *Meal Allowance*

7. Any worker called upon to work later than 6 p.m. on any day of the week or required to continue working after 1 p.m. on Saturday or Sunday shall be paid 5s. meal allowance if the worker cannot reasonably journey to and from his home for a meal in the time allowed.

#### *Travelling Allowances and Expenses*

8. (a) 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 and settled not less often than monthly, and such claims shall give particulars of travelling done and expenses incurred in the discharge of the worker's duties.

(b) Where a worker is required to use his bicycle in the course of his employment he shall be paid an allowance of not less than 5s. per week.

(c) Officers who provide their own motorcars or motor cycles approved by and at the request of the employer for carrying out their official duties, shall be paid a sum as may be mutually agreed upon between the employer and the officer concerned.

#### *Holidays*

9. (a) The following shall be paid holidays and shall not be considered as part of the annual leave: 1 January, 2 January, Good Friday, Easter Monday and the day following, Anzac Day, the birthday of the reigning Sovereign, Dominion Day, Labour Day, Christmas Day, Boxing Day, and any other day granted by the employer: Provided that this subclause shall not apply to:

(i) Foremen who shall be entitled to the holidays granted to the majority of the employees over whom they exercise control.

(ii) Inspector (Omnibus Department) except in respect of Christmas Day, Good Friday, and Anzac Day.

(b) Should any of the holidays, except Anzac Day, set out in subclause (a) of this clause, fall on a Saturday or Sunday, such holidays shall be observed on the next following working day or days.

(c) Workers who are employed on any of the days set out in subclause (a) of this clause shall be paid at the rate of double time in addition to the weekly wages: Provided that in lieu of such payment the employer may, where mutually agreed on, with the consent of the union, grant one day off for each such day worked such day to be taken at a time mutually arranged or added to the annual holiday.

(d) Annual holidays shall be allowed in accordance with the Annual Holidays Act 1944 and its amendments: Provided:

(i) That an officer who has had 10 years' service with the council or whose service with the council together with similar service with another local authority or Government Department amounts to 10 years shall be granted three weeks' annual leave.

(ii) That the Inspector (Omnibus Department) shall be granted three weeks' leave on the completion of each period of nine months' service.

(e) Except as otherwise agreed, at least one month's notice of commencement of annual leave shall be given by the employer to the workers, and workers shall be paid for the annual holiday on or before its commencement.

(f) Annual leave shall be taken at a time to be mutually agreed upon.

*Sick Leave*

10. (a) Subject to the following provisions each employee shall be entitled to 10 working days' sick leave on full pay for each completed year of service:

- (i) A medical certificate signed by an approved medical officer shall, if required, be produced where sick leave is taken.
- (ii) The employer shall have the right to deduct the number of days of sick leave already taken by the officer from the total number the officer is entitled to by calculation in order to determine the number of days due to him in the event of his falling sick.
- (iii) In any case either party may refer a claim for sick leave to a disputes committee.

(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.

*No Reduction in Wages*

11. No worker coming within the scope of this award shall have his wages or salary reduced by reason of the operation of this award.

*Terms of Employment*

12. Except in the case of casual workers, in the absence of a special written agreement between the employee and the employer, one month's notice of resignation or dismissal shall be given by the employee or the employer, but this shall not prevent the employer from summarily dismissing any worker for wilful misconduct or other just cause.

*References*

13. (a) Each worker on leaving or being discharged from his or her employment shall, on request, be furnished within 24 hours thereafter with a statement in writing signed by the Town Clerk or executive officer controlling the particular department setting out the position held and the length of service.

(b) Original references shall be the property of the worker or applicant, and shall, on request, be returned within 48 hours after engagement or rejection of application.

*Right of Entry*

14. (a) The secretary or other authorised representative of the union shall, with the consent of the employer (such consent not to be unreasonably withheld), be entitled to enter the office or works at all reasonable times to interview any worker, but not so as to interfere unreasonably with the employer's business.

(b) The employer shall, upon written request by the union, supply a list of employees covered by this award.

*Matters Not Provided For and Appeals*

15. 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 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 three representatives of each side, 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. 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 such decision has been made known to the party desirous of appealing. All disputes shall be considered by the committee within one month from the date of notification by the union to the committee.

#### *Unqualified Preference*

16. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

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

#### *Under-rate Workers*

17. (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 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.

*Term of Award*

18. 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 July 1962, 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 June 1964.

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 6th day of November 1962.

[L.S.]

K. G. ARCHER, Judge.

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MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 16 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

The rates of remuneration prescribed by this award are *not* to be increased by the application of the provisions of the Court's general order of 4 July 1962.

K. G. ARCHER, Judge.

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