

**AUCKLAND REGIONAL AUTHORITY DRAINAGE DIVISION OFFICERS—
INDUSTRIAL AGREEMENT**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 23rd day of April 1965, between the Auckland Regional Authority (Drainage Division) (hereinafter called "the Division" 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 the Agreement

1. This agreement shall apply to all salaried employees of the Drainage Division of the Auckland Regional Authority except those covered by or subject to any other award or industrial agreement.

Such officers shall not include:

- (a) Male workers in receipt of a basic salary of more than £1,253 5s. per annum, and female workers in receipt of a basic salary of more than £946 per annum.
- (b) Part-time officers if they work less than 50 per cent of the hours normally worked by administrative staff of the employer.
- (c) University or secondary school students temporarily employed by the division.

Hours of Work

2. (a) Except as hereinafter provided in sub-clauses (b) and (c) of this clause 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 continuous, 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 ordinary hours of work for supervisors, foremen, assistant foremen and other outside staff subject to this agreement shall be eight hours per day, Monday to Friday inclusive, worked between the hours of 7.30 a.m. and 5 p.m.

(c) The ordinary hours of work for clerks of works shall be those required for the control of the contractors they are supervising, but not more than eight hours continuous each day, Monday to Friday, with an interval of not more than one hour for lunch, worked between 7.30 a.m. and 6 p.m.

(d) Where any employee who is normally employed in the city is required to travel to work which is situated outside a radius of 8 miles from the Chief Post Office, Auckland, and is required to be at such work between the hours prescribed in sub-clause (a) of this clause, he shall be paid at ordinary rates for the time occupied in travelling to and from such work.

(e) When an employee is required to travel from his home direct to a job, and is required and is authorised to use his own car, he shall be paid a mileage allowance in accordance with the Public Service scale or he shall be supplied with transport or his fares paid by the division, provided that in the case of employees living an unusual distance from the job the division shall not be required to pay mileage allowance or fares for more than a distance of 12 miles each way from home to job.

Remuneration or Wages

3. (a) Where the salary of any employee bound by this agreement is not provided for in this clause, or where an employee completes one year's service in the maximum of his grade on 31 March in any year and no provision is made in this clause for his transference to a higher grade, his salary shall be reviewed annually by the division as at 1 April of each year during which his salary is not provided for or while he is at the maximum of his grade as aforesaid, and any increment granted to any employee as the result of such consideration shall take effect from the 1st day of April of that year.

Where an employee completes one year's service in the maximum of his grade during the year and no provision is made in this clause for his transference to a higher grade, his salary shall be reviewed by the division preceding the date on which he completes his service above referred to. Any increment granted as a result of such consideration shall operate from the day following that on which such service is completed.

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

(c) Where any employee is promoted or is transferred from one position to another and is thereby entitled to be transferred to a higher grade, the commencing salary of which is below or equal to that being received by him when promoted or transferred, he shall be paid not less than the salary in the higher grade which is immediately above that being paid to him at the time of his promotion or transfer, and he shall be paid not less than he would have been paid had he remained in the previous grade. Any subsequent annual increments to which the employee becomes entitled shall be paid in each succeeding year from the date of his promotion or transfer.

(d) For the purpose of qualifications under the undermentioned scales, experience gained in any employment 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) For the purposes of salaries in grades 5, 7, 8, 9, 10 and 12 of this agreement, the attainment of any of the following qualifications shall be rewarded by additional annual payments based as follows:

	£	s.	d.
Each section of the examination of the New Zealand Institution of Architects	12	6	0
New Zealand Institute of Surveyors—			
First section of five subjects	20	10	0
Second section of six subjects	41	0	0
Registration	61	10	0
B.E. degree—			
First section	30	15	0
Second section	30	15	0
Third section	30	15	0
Section (a) or section (b) of the examination of the leading engineering institutions, each	30	15	0
Half the subjects in the course for the New Zealand Certificate in Engineering	25	12	6
Final Examination N.Z.C.E.	41	0	0
New Zealand Institute of Chemistry's Laboratory Assistants' Certificate	25	12	6
Quantity Surveyors' Institute of New Zealand			
Intermediate examination	20	10	0
Final examination (on admission to institute)	41	0	0

	£	s.	d.
Intermediate and final examinations for Chartered Institute of Secretaries, each	24	12	0
A.A.S.E., A.O.S.M., A.R.A.N.Z., Diploma of Urban Valuation, or examination of New Zealand Institute of Valuers, Diploma of Fine Arts	61	10	0
B.A., B.Sc., B.Com.	92	5	0
M.A., M.Sc., M.Com., LL.B.	123	0	0
Typistes Advanced Examination	30	15	0
Typistes Special Examination	49	4	0
Typistes Senior Reporters Examination	61	10	0
Diploma in Town Planning (not graduates or in receipt of other examination allowances)	25	12	6
Associate Membership of Institution of Sewage Purification	30	15	0

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

	£	s.	d.
First two sections industrial management course	10	5	0
On completion of industrial management course	25	12	6
Each section of the intermediate examination of the Town Planning Institute	30	15	0
National Diploma of Horticulture	30	15	0
Five subjects of the A.A.S.E., A.O.S.M. or Diploma of Urban Valuation or examination of the New Zealand Institute of Valuers or four subjects of the A.R.A.N.Z.	30	15	0
Six units of the B.A., or B.Sc., or six subjects of the B.Com. or LL.B. examinations	46	2	6

The above additional annual payments shall be paid to those employees graded as follows:

Grades 8, 9, 10, 12	Full allowance
Grade 7	Two thirds allowance
Grade 5	One third allowance

Provided that any additional annual payments shall not be paid to engineering assistants, assistant engineers junior grade or science university graduates in grade 7 or surveyors or assistant surveyors in grade 5.

The division 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 division and the union.

(f) Any employees in grade 10 and 12 obtaining School Certificate, the University Entrance Examination, or the Junior or Senior Government Typing and Short-hand 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.

(g) 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.

(h) 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.

(i) Any person employed by the division, 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.

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

Grade 5: £1,140 12s. 6d. – £1,196 17s. 6d. – £1,243.

Assistant surveyors.

Senior draughtsmen.

Miscellaneous.

Grade 6: £1,212 5s. – £1,253 5s.

Assistant engineers, grade A.

Grade 7: £1,104 17s. 6d. – £1,140 12s. 6d. – £1,186 12s. 6d. – £1,237 17s. 6d.

Assistant engineers junior grade.

Engineering assistants on the recommendation of the general manager and chief engineer after one year on the tenth step in grade 10 or on obtaining the New Zealand Certificate in Engineering or part of the examination of the N.Z.I.E. or I.C.E.

Draughtsmen.

Science university graduates without experience.

Grade 8: £1,094 12s. 6d. – £1,145 15s. – £1,196 17s. 6d.

Designated clerks etc.

Foremen.

Grade 9A: £1,028 – £1,063 17s. 6d. – £1,094 12s. 6d. – £1,115 2s. 6d.

Assistant foreman.

Draughtsmen.

Grade 9B: £981 17s. 6d. – £1,022 17s. 6d. – £1,053 12s. 6d. – £1,084 7s. 6d.

Technical assistants without recognised academic qualifications.

Draughtsmen or draughtswomen.

The above employees shall proceed to this grade after one year's service on the tenth step of grade 10.

Grade 10: Male officers not elsewhere graded.

	Annual Salary			
	£	s.	d.	
First year	424	7	6	
Second year	485	15	0	(1)
Third year	552	7	6	(2)
Fourth year	623	17	6	(3)
Fifth year	695	10	0	
Sixth year	756	17	6	
Seventh year	813	2	6	
Eighth year	864	7	6	
Ninth year	925	10	0	
Tenth year	966	10	0	(4)
Eleventh year	992	2	6	
Twelfth year	1,033	2	6	
Thirteenth year	1,048	10	0	
Fourteenth year	1,079	5	0	

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 less than three months.

Chainmen shall be paid in accordance with the general scale up to and including the eleventh year salary. The maximum salary for head chainmen shall be fixed at any point on the scale from and including the eleventh year step.

				Annual Salary		
				£	s.	d.
<i>Grade 12: (Female staff).</i>						
First year	.....	.....	.....	419	5	0
Second year (1)	.....	.....	.....	485	15	0
Third year (2)	.....	.....	.....	552	7	6
Fourth year (3)	.....	.....	.....	623	17	6
Fifth year	.....	.....	.....	705	15	0
Sixth year	.....	.....	.....	756	17	6
Seventh year	.....	.....	.....	813	2	6
Eighth year	.....	.....	.....	838	15	0
Ninth year	.....	.....	.....	869	10	0
Tenth year	.....	.....	.....	920	7	6
Eleventh year	.....	.....	.....	946	0	0*

(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.

*Maximum salary for all female employees not provided in any other grades and for female employees engaged for a period not exceeding three months.

The salaries in grade 12 shall be payable to all female employees entering the division's service unless their duties are specified in any other grade.

Grade 14: Clerks of Works:

(1) Grade C, £1,217 7s. 6d. – £1,253 5s.

(2) Grade B, £1,110 – £1,155 17s. 6d. – £1,186 12s. 6d.

(3) Grade A, £1,033 2s. 6d. – £1,048 5s. – £1,079 5s. – £1,110.

(k) Male employees on a salary below the "fifth year" in grade 10 and female employees engaged on accounting and book-keeping machines, posting and analysis machines, shall be paid an additional £35 17s. 6d. per annum provided they pass a departmental test of efficiency to be approved between the division and the union. Any person passing such test of efficiency during any year shall receive any increase to which he or she is entitled through passing such test as from the first day of the month following the month in which the test is passed.

(l) The employer and the union agreed that the rates of remuneration provided for in this clause 3 of this industrial agreement shall be amended from time to time to incorporate any increases granted under the Public Service salary determinations or Government Service Tribunal orders issued as the result of any survey of ruling rates undertaken in accordance with the provision of section 42 of the State Services Act 1962. It is further agreed that general wage orders of the Court of Arbitration shall not apply to the rates of remuneration specified in this agreement.

Overtime

4. (a) All time worked in excess of the hours specified in clause 2 (a), (b), and (c) shall be considered as overtime. Except for clerks of works all overtime shall be paid for at the rate of time and a half for the first three hours in any one day, and thereafter at double time until the payment in respect of basic wages and overtime shall reach £1,540 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.

The basic hourly rate to be fixed in calculating overtime shall be as follows:

Employees whose normal hours are $37\frac{1}{2}$ per week, 1/1950 of annual salary.

Employees whose normal hours are 40 per week, 1/2000 of annual salary.

(b) Clerks of works shall be paid for overtime worked, as follows:

Monday to Friday – at time and one half up to the first 150 hours in any one financial year, and thereafter at ordinary rates.

Saturdays – at time and one half.

Provided that when the payment in respect of basic wages and overtime reaches £1,540 per annum any subsequent overtime worked shall be paid for at ordinary rates; Provided further that all overtime worked on a Sunday or public holiday shall be paid for at double rates and shall not be considered when computing the abovementioned sum. For overtime purposes the ordinary hourly rate shall be calculated as 1/2000 of the basic salary.

(c) 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.

(d) 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 pay day.

Holidays and Annual Leave

5. (a) Except as provided in sub-clause (e) 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 the working days between Christmas and 2 January. 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 in the case of officers with 10 years' continuous service, part of which may have been served with any other local authority or in the Government Service, whether in or outside New Zealand, three weeks' holiday shall be allowed.

(c) No person shall, without the consent of the general manager and chief engineer or secretary, accumulate annual leave for a period of more than one year and in no case shall annual leave be accumulated for a period of more than two years.

Where any employee is required to be on duty 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 and chief engineer or secretary of the division, 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 division or the head of the department concerned, 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.

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 service with the division and such sick leave shall be regarded as accumulative over the whole of the employee's service. The division may, however, allow the first 10 days' sick leave to be spread over the first two years' service with the division and any sick leave over and above 10 working days shall not become due until after the completion of the second year of local authority service. This clause shall not apply to any employee of division 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 division may, in cases which it is considered special, vary and extend the period of pay during sick leave as stated in subclause (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) Time off caused by injuries received in course of duty is not to be included in computing sick leave under this clause.

(d) Notwithstanding anything herein contained in this clause, the division may at any time require an employee to be medically examined by the division's medical assessor and the division may, if it so thinks, 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 division receives a certificate from the division's medical assessor.

Uniforms and Clothing

7. Every employee who is required by the division to wear a uniform or protective clothing when on duty shall be provided with same as necessary at the expense of the division.

Meal Allowance

8. A meal allowance of 5s. 6d. shall be paid where it is necessary for an employee to work after 6 p.m. on any day of the week whether or not he is eligible for payment of overtime.

Tea Break

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

Expenses

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

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.

An employee who is taken ill while performing for at least eight weeks continuously the duties of an employee of a higher grade as contemplated by the preceding sub-clause hereof shall during the period of absence from work on account of illness, be entitled to the higher salary which he was receiving for such period as the division in its discretion may deem reasonable.

Payment of Salaries

12. For the purpose of calculating the amount payable weekly in respect of annual salaries, the amount of the annual salary shall be divided by 52.

Terms of Employment

13. Except in the case of casuals, in the absence of special written agreement between the employer and employee, 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 invested in local authorities.

General Conditions

14. (a) Filling of vacancies: Vacancies or new positions shall be filled as far as possible by the promotion on merit of employees already on the permanent staff provided however that if it appears advisable to do so, the division may call for applications by public advertisement from outside the permanent staff and in such case notice of the advertisement shall be brought to the attention of all members of the permanent staff by a notice on the various staff notice boards and employees in the appropriate grades may, if they so desire, submit applications for the advertised appointment.

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

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

(d) Where an agreement is reached during the currency of this agreement between the division 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 division and the union as if such provisions were included in this agreement.

Workers to be Members of Union

15. (a) Any adult person engaged or employed in any position or employment subject to this agreement shall, if he is not already a member of the union of workers bound by this agreement become a member of such union within seven 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 the union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof to become a member of the 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 the union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) The employer bound by this agreement commits a breach of this agreement 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 purpose 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 agreement.

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 division 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 division 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 division, 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 division.

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 division 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 division 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.

Application

20. No person in the employment of the division 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 October 1964 and shall continue in force until the 31st day of March 1966.

The common seal of the Auckland Regional Authority was hereto affixed, pursuant to a resolution of the authority this 23rd day of April 1965, in the presence of:

D. M. ROBINSON, Chairman.
N. C. BELL, 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 14th day of April 1965 in the presence of:

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