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**Northern, Canterbury, and Otago and  
Southland, Electric Power Boards' Officers—  
Collective Agreement (Conciliated)**

Dated 19/12/74

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Note: See clause 26 herein for the date on which rates of wages come into force.

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

REGISTERED COLLECTIVE AGREEMENT

In the Industrial Commission of New Zealand—In the matter of the Industrial Relations Act 1973; and in the matter of the Northern, Canterbury, and Otago and Southland Electric Power Boards' Officers Dispute of Interest between the N.Z. Electrical Supply Authorities Industrial Union of Employers and the undermentioned:

Auckland Provincial District Local Authorities' Officers Industrial Union of Workers, P.O. Box 2861, Auckland.

Canterbury Clerks, Cashiers and Office Employees Industrial Union of Workers, P.O. Box 959, Christchurch.

Otago Clerical Workers Industrial Union of Workers, P.O. Box 462, Dunedin

Invercargill Clerks and Office Assistants Industrial Union of Workers, P. O.Box 881, Invercargill.

THE Industrial Commission, having before it the terms of a conciliated settlement arrived at in the above-mentioned dispute of interest and notified to the Commission pursuant to the provisions of section 82 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule hereto, and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and
2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 19th day of December 1974.

(L.S)

G. O. Whatnall, President.

ARRANGEMENT OF AGREEMENT

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1	Industry to Which Agreement Applies
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3	Hours of Work
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5	Overtime
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12	Conditions of Employment
13	Clothing
14	Officers Performing Higher-Grade Duties
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- 20—Disputes
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- 22—Effective Operation of Agreement
- 23—Exemption
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- 25—Scope of Agreement
- 26—Term of Agreement

## SCHEDULE

### INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement shall apply to the officers and clerical workers employed by electric power boards. Such officers shall not include:
- (a) Executive officers or officers in receipt of a salary of more than \$6,198 per annum apart, in both cases, from overtime and long service bonus prescribed in terms of clause 9 of this agreement.
  - (b) Officers covered by other awards or collective agreements.

### DEFINITIONS

2. (a) "Officers" shall include all persons not already covered by any other award or collective 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 the date of this agreement 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.

### SHIFTS

4. Shifts may be worked as required by the employer by workers operating computers or by workers employed on work in connection with data processing. The following conditions shall apply:
- (a) The ordinary hours of a shift worker shall not exceed five consecutive shifts of not more than eight hours to be worked on any five days of the week. Overtime shall be paid for on a daily basis at the rate of time and a half for the first three hours and double time thereafter.
  - (b) Workers employed on afternoon or night shifts shall be paid \$1.26 per shift in addition to ordinary rates. An afternoon shift means any shift commencing after 12 noon and finishing at or before midnight, and a night shift means any shift finishing subsequent to midnight and at or before 8 a.m. Workers may be employed on broken shifts in which case the shift allowance shall be \$1.14 per shift in lieu of that hereinbefore provided.
  - (c) Shift workers shall be allowed half an hour crib time in each shift without deduction from pay.
  - (d) When a worker is required to work on Saturday or Sunday as part of his ordinary working hours, he shall be paid in addition to his ordinary wages the following extra payments:

- (i) In respect of time worked on a Saturday, payment at one-half of his ordinary rate: Provided that for time worked after 12 noon payment shall be at his ordinary rate.
- (ii) In respect of time worked on a Sunday, payment at his ordinary rate.
- (e) In respect of time worked on any statutory holiday specified in subclause (a) of clause 7 of this agreement shift workers shall be paid in addition to their ordinary wage payment double time rates.
- (f) When an employee starts or ceases a shift at a time when public wheeled transport is not available the employer shall, at his own expense, convey the employee to or from his or her home or lodging.

**OVERTIME**

5. (a) Any time worked in any one day outside of or in excess of the hours specified in subclause (a) of clause 3 of this agreement 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 weekday or any time on Saturday or Sunday or on any holiday specified in clause 7 of this agreement, 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 \$1.10 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 agreement "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**

6. (a) (i) Officers—Grade I—Subject to the provisions of subclause (b) of this clause, all officers shall be paid in accordance with the following scale:

						Per Annum
						\$
First year	..	..	..	..	..	2,055
Second year	..	..	..	..	..	2,292
Third year	..	..	..	..	..	2,647
Fourth year	..	..	..	..	..	2,985
Fifth year	..	..	..	..	..	3,299
Sixth year	..	..	..	..	..	3,647
Seventh year	..	..	..	..	..	3,934
Eighth year	..	..	..	..	..	4,147
Ninth year	..	..	..	..	..	4,451

Officers with School Certificate which is acceptable to the employing authority commence at second year of scale.

Officers with University Entrance commence at third year of scale.

Shorthand typists with the Junior Government Shorthand Typing Examination or Grade I Shorthand Typing Examination of the New Zealand Trades Certification Board commence at second year of scale.

Shorthand typists with the Senior Government Shorthand Typing Examination or Grade II Shorthand Typing Examination of the New Zealand Trades Certification Board commence at third year of scale.

(ii) Officers—Grade II—An officer may be promoted to Grade II if in the opinion of the employer some advancement beyond the specified steps of the scale in paragraph (i) of this subclause is justified on the basis of merit or appointment to a classified or established position.

In the event of the employer granting promotion or an additional increment, such promotion or increment shall be made to one of the rates in the following scale:

Step							Per Annum \$
1	..	..	..	..	..	..	4,451
2	..	..	..	..	..	..	4,608
3	..	..	..	..	..	..	4,883
4	..	..	..	..	..	..	5,044

Promotion to any of the steps specified herein shall be at the discretion of the employer.

(iii) Officers—Grade III—An officer may be promoted to Grade III if in the opinion of the employer some advancement beyond the specified steps of the scale in paragraph (i) or (ii) of this subclause is justified on the basis of merit, proficiency, service, responsibility, and the nature of the duties performed.

In the event of the employer granting promotion or an additional increment, such promotion or increment shall be made to one of the rates in the following scale:

Step							Per Annum \$
1	..	..	..	..	..	..	5,195
2	..	..	..	..	..	..	5,361
3	..	..	..	..	..	..	5,529
4	..	..	..	..	..	..	5,697
5	..	..	..	..	..	..	5,865
6	..	..	..	..	..	..	6,031
7	..	..	..	..	..	..	6,198

Promotion to any of the steps specified herein shall be at the discretion of the employer.

(iv) An officer whose rate of salary is within the range of \$4,608 to \$5,044 per annum shall be deemed to be a Grade II officer and an officer whose rate of salary is within the range of \$5,195 to \$6,198 per annum shall be deemed to be a Grade III officer.

(b) (i) Notwithstanding subclause (d) hereof, no female officer employed prior to 1 April 1975 shall be entitled to be paid the ninth year rate until that officer has completed one year on the eighth year rate.

(ii) Male officers who on 31 March 1973 were paid rates of salary corresponding with the tenth, eleventh and twelfth years of service as provided in subclause (a) of clause 6 of the award dated 1 March 1973 shall be deemed to be Grade II officers and shall be entitled to proceed to the maximum of the grade by advancing to the next step on the officers usual salary incremental date provided that meter readers and storemen shall not proceed beyond \$4,883 per annum.

(iii) Male officers who on 31 March 1973 were paid rates of salaries in accordance with the rates provided in the subclauses referred to in paragraph

(ii) hereof but who had not attained the ninth-year rate shall, on completing a year on the ninth-year rate, be deemed to be Grade II officers on personal grounds and proceed through the steps of that grade at annual intervals in accordance with officer's normal salary incremental date until the maximum of that grade is reached.

(iv) Paragraphs (ii) and (iii) of this subclause shall apply only to male officers who have been employed continuously by the same local authority which is a party to this agreement from prior to 1 April 1973.

(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 agreement, 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 agreement shall be counted as if it were experience in employment covered by this agreement.

(e) Employers shall review all salaries annually.

(f) Meter readers and storemen shall be paid in accordance with Grade I with a minimum commencing salary of \$3,299 per annum if 21 years of age and over. On completion of one year on the ninth-year rate such employees shall proceed by annual increments to step 3 of Grade II.

(g) Subject to the provisions of clause 15 of this agreement, no deduction, other than superannuation and other such contributions 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.

(h) No officer covered by this agreement now in receipt of a higher salary shall have his or her salary reduced by virtue of the coming into force of this agreement.

(i) An officer who acts as a cashier, wages or pay clerk and handles cash in any one week, shall be paid \$1.43 as a risk allowance for that week in addition to the rate to which such worker is entitled under subclause (a) or (b) of this clause.

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

(k) (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.

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

(m) For the purpose of salaries in subclause (a) of this clause the attainment of any of the following qualifications shall be rewarded by additional annual payments as follows:

	Per Annum
B. Com., B.C.A., LL.B., or Accountancy Professional—	\$
On passing three units or subjects .. .. .	69
On passing six units or subjects, an additional .. .. .	69
On qualifying, an additional .. .. .	138
Institute of Chartered Secretaries and Administrators—	
On completing the Intermediate Examination .. .. .	97
On completing the Final Examination, an additional .. .. .	177
F.I.A.O., A.I.A.O.—	
Officers qualified to use the letters F.I.A.O. or A.I.A.O. .. .. .	276
Certificate of Proficiency in Local Authority Administration—	
On completing first part of course .. .. .	55
On completing second part, an additional .. .. .	55
On qualifying for the Certificate, an additional .. .. .	55

## B.E.—

First professional .. .. .	69
Second professional, an additional .. .. .	69
On qualifying, an additional .. .. .	138

## A.M.I.E.E.—

On completing first part of course .. .. .	69
On completing second part, an additional .. .. .	69
On qualifying, an additional .. .. .	138

## New Zealand Certificate in Engineering, Draughting, or Commerce—

On completing all requirements set down for the first three years .. .. .	55
On completing all requirements set down for the fourth year, an additional .. .. .	55
On qualifying for N.Z.C.E., an additional .. .. .	55

Payment shall be made from the first day of the month following the date on which an officer satisfied his employer that he has qualified for an additional annual payment as set out herein.

No officer shall be entitled to payment for more than one qualification.

(n) (i) Notwithstanding any provision contained in this agreement, an employer may by agreement with the union, pay the amount of wages due to any officer to the nearest dollar above the precise calculation provided that the difference between the precise calculation and the nearest dollar payment above that calculation is carried forward as a deduction on to the following pay calculation.

(ii) Where an officer agrees in writing, the employer may pay the wages due to the officer by a lodgment at a bank to the credit of an account standing in the name of the officer.

## HOLIDAYS

7. (a) 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, New Zealand Day, 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.

(b) In addition to any payment to which a worker is entitled under subclause (a) of this clause time worked on any of the abovenamed holidays or on Sundays shall be paid for at twice the ordinary rate.

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

(d) This agreement shall not operate so as to reduce the aggregate number of days' holiday previously enjoyed by any officer under the agreement, during his present employment, nor shall the days mentioned in subclause (a) of this clause be used in lieu of, or as an offset to such customary holidays.

(e) (i) Where any worker has been employed at any time during the fortnight ending on the day on which any of the whole holidays referred to above occurs, each employer who employs him during that fortnight shall, subject to paragraph (ii) of this subclause, pay him for the holiday, on or before the next regular pay day after the holiday, an amount equal to one-tenth of his wages for an ordinary working day multiplied by the number of ordinary working days on which he is employed during the fortnight by that employer.

(ii) Where on any ordinary working day during the fortnight ending as aforesaid any such person has not otherwise been employed in any employment in which he is entitled to payment for the holiday, the employer who last employed him during that fortnight shall be liable to pay him in respect of each day on which he was not otherwise employed as aforesaid an amount equal to one-tenth of his wages for an ordinary working day.

(iii) A certificate in writing by any person that he has not for any period during that fortnight ending as aforesaid been employed on an ordinary working day in any employment for which he is entitled to payment for any whole holiday referred to above shall be prima facie evidence of that fact.

(iv) This subclause shall not apply to temporary workers engaged after 1 December in any year and whose employment terminates on or before 24 December.

(v) Provided that casual or part-time workers shall not be paid for any such holiday which falls on a day of the week on which they are not normally employed.

### ANNUAL HOLIDAYS

8. (a) Except as otherwise provided, every worker shall at the end of each year of his employment by any employer become entitled to an annual holiday of three weeks paid on the basis of the worker's average weekly taxable earnings: Provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculating a worker's average weekly taxable earnings for the year the employer may fix a close-off date other than the anniversary date of the worker's commencement of employment. The third week's holiday may be taken in conjunction with or separately from the first two weeks as the employer may decide.

(b) In lieu of the annual holidays provided in subclause (a) hereof, shift workers regularly and continuously employed on shifts wholly or partly outside the ordinary working hours prescribed in subclause (a) of clause 3 of this agreement shall be allowed four weeks' annual holiday upon completion of each year's service. A worker who is regularly and continuously employed on such shifts for less than one year shall be allowed a corresponding proportion of the additional week's holiday. The fourth week's holiday may be taken in conjunction with or separately from the first three weeks as the employer may decide.

(c) For the purposes of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act 1944.

(d) Where a holiday is taken in more than one period the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as provided in subclause (a) of this clause it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in subclause (e) of this clause subject to final adjustment and payment of any remainder after that date: Provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

(e) Where the employment of any worker is terminated at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker, in addition to all other amounts due to him, an amount equal to 6 per cent of his gross taxable earnings but not exceeding 7.8 per cent of his gross ordinary pay for that period of employment.

(f) Where the period of employment is less than three weeks the amount to be paid as proportionate holiday pay shall be as prescribed by the Annual Holidays Act 1944.

(g) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of these workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday then the worker shall not be entitled to any wages for three weeks following that date, but the employer shall before



that date pay to him, in addition to all other amounts due to him, an amount equal to 6 per cent of his gross taxable earnings but not exceeding 7.8 per cent of his gross ordinary pay for the period of his employment up to that date, and the next year of his employment shall be deemed to commence on that date.

(h) Where a worker is entitled to an annual holiday of four weeks instead of three weeks, the provision of subclauses (e) and (g) of this clause shall be modified to provide payment of an amount equal to 8 per cent of the worker's gross taxable earnings but not exceeding 10.4 per cent of his gross ordinary pay for the period of his employment.

(i) 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.

### LONG SERVICE BONUS

9. A service bonus calculated at the rate of \$14.28 for each completed year of continuous service with the same employer shall be paid to a worker on the completion of the first and subsequent years of continuous service with that employer: Provided that in no case shall the service bonus exceed \$214.20 per annum and provided, further, that this provision shall not apply when the employer has in operation or brings into operation a scheme for rewarding long service whether on a weekly or annual basis which is not less favourable to the worker than the foregoing provisions. The employer may arrange with the worker to pay the service bonus at a time other than on the completion of the year of service. Where a worker's service terminates for reasons other than misconduct, the employer shall pay a proportionate part of the service bonus to which the worker would have become entitled if he had completed that year's employment.

### EXPENSES

10. (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 motor vehicles 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 50 cents for each week during which they are required to use their own bicycles in the performance of their duties.

### REST PERIOD

11. An interval of ten minutes shall be allowed to the staff each morning and afternoon.

### CONDITIONS OF EMPLOYMENT

12. (a) All other things being equal, 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 shall be sufficient for a couch or couches to be provided in a portion of the cloakroom 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 worker's ordinary pay period earnings.

### CLOTHING

13. (a) Every employee who is required by the employer to wear a uniform or smock 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 DUTY

14. Any officer who is instructed to perform the duties of a higher-grade officer under this agreement 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

15. (a) Each employee shall be entitled to ten 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.

### BEREAVEMENT LEAVE

16. An employer shall, on the death in New Zealand of an officer's spouse, parent, child, brother or sister, grant leave on ordinary pay for a period up to but not exceeding three days.

### TERMINATION OF EMPLOYMENT

17. Except in the case of casuals, in the absence of special written agreement between the officer and the employer two weeks' notice of resignation or dismissal shall be given by the officer or the employer, except in cases of misconduct where the employment may be terminated summarily. Where the required notice is not given, the person improperly terminating the service shall pay or forfeit two weeks' wages or the value of the unexpired period of notice as the case may be.

### UNQUALIFIED PREFERENCE

18. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, 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 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 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 agreement.

(d) Every 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 purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person of any age who for the time being is in receipt of not less than the minimum rate of wages payable to a person of the age of 18 years or upwards.

(NOTE—Attention is drawn to section 104 of the Industrial Relations Act 1973 which gives to workers the right to join the union.)

### UNDER-RATE WORKERS

19. (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 application of the worker after due notice to the union, by the local Inspector of Awards and Agreements 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 and Agreements 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.

### DISPUTES

20. (a) The procedure set out in the succeeding provisions of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on:

(i) The interpretation of this instrument; or

(ii) Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

(b) Either the workers' union or the employer or employers who are parties to any such dispute may invoke the procedure.

(c) The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of employers concerned, together with a chairman who shall be:

(i) Mutually agreed upon by the parties; or

- (ii) If there is no such agreement, either a conciliator or a person appointed by him.
  - (d) A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either:
    - (i) Make a decision, which shall then be the decision of the committee; or
    - (ii) Refer the dispute forthwith to the Industrial Court for settlement.
  - (e) Subject to the right of appeal conferred by subclause (f) of this clause, the decision of the committee shall be binding on the parties to the dispute.
  - (f) Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall:
    - (i) Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and
    - (ii) Within seven days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and
    - (iii) Specify in each such notice the decision or the part of the decision to which the appeal relates.
  - (g) The essence of this clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that:
    - (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work either totally or partially, because of the dispute;
    - (ii) While the provisions of this clause are being observed no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.
- (NOTE—This clause has been inserted in accordance with the requirements of section 115 of the Industrial Relations Act 1973.)

### PERSONAL GRIEVANCES

21. (a) For the purposes of this clause, the expression “personal grievance” means any grievance that a worker may have against his employer because of a claim that he has been unjustifiably dismissed, or that other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.
- (b) The standard procedure for the settlement of any personal grievance shall include the following:
- (i) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure;
  - (ii) As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin;
  - (iii) Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify the branch secretary or secretary or a duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative;
  - (iv) If the matter is not disposed of in discussion with the employer or his

representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker's grievance, and of the issues, for all subsequent consideration of the case;

- (v) The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding three) nominated respectively by the union and the employer, with or without a chairman as the parties may decide;
  - (vi) The employer shall have the right to be assisted or represented before the grievance committee by an employers' organisation;
  - (vii) If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court;
  - (viii) The reference to the Court may be made by the employer or his representative, or by the worker's union or its representative, or by both;
  - (ix) The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a decision or award by way of a final settlement which shall be binding on the parties;
  - (x) It shall be the duty of every party to the award or agreement to promote the settlement of personal grievances under the procedures hereinbefore provided and to abstain from any action that might impede the effective functioning of the procedures.
- (c) For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen:
- (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
  - (ii) While the provisions of the procedure for the settlement of the personal grievance are being observed no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.
- (d) Any statements made or information given in the course of any proceedings before a grievance committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.
- (e) In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this clause may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:
- (i) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him;
  - (ii) His reinstatement in his former position or in a position not less advantageous to him;
  - (iii) The payment to him of compensation by his employer.
- (NOTE—This clause has been inserted in accordance with the requirements of section 117 of the Industrial Relations Act 1973.)

#### EFFECTIVE OPERATION OF AGREEMENT

22. (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 20 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 regulations.

(c) Employers bound by this agreement shall, upon request by the union, supply a list of their officers 18 years of age and over or who are in receipt of adult salary, covered by this agreement, 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 employee who is an officer or executive member of the union leave of absence on pay of up to three days in each calendar half year to attend union executive business.

#### EXEMPTION

23. Nothing in this agreement shall apply to the Auckland Electric Power Board and the Waitemata Electric Power Board.

#### APPLICATION OF AGREEMENT

24. This agreement 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 agreement comes into force or at any time whilst this agreement is in force, connected with or engaged in the industry to which this agreement applies within the industrial districts to which this agreement relates.

#### SCOPE OF AGREEMENT

25. This agreement shall operate throughout the Northern, Canterbury, and Otago and Southland Industrial Districts.

#### TERM OF AGREEMENT

26. This agreement, in so far as the provisions relating to the rates of wages to be paid pursuant to clause 6 (a) of this agreement are concerned, shall be deemed to have come into force on the 1st day of July 1974, and so far as all other provisions of the agreement are concerned, it shall come into force until the 20th day of September 1975.

In witness whereof the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 19th day of December 1974.

(L.S.)

G. O. Whatnall President.

#### MEMORANDUM

This collective agreement incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Conciliation Council. The unqualified preference provision (clause 18) has been inserted in accordance with the agreement of all the assessors.

The rates of remuneration prescribed by this collective agreement are NOT to be increased by the application of the 9 per cent general wage adjustment that was effective from 1 July 1974 pursuant to the Wage Adjustment Regulations 1974.

Having regard to prevailing circumstances the Commission has, pursuant to section 92 (2) of the Industrial Relations Act 1973, consented to the specified period for which this agreement is to continue in force being less than one year from the date of registration of this agreement.

G. O. Whatnall, President.