

THE LYTTTELTON BOROUGH COUNCIL'S **ELECTRICAL  
FOREMAN.**—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 15th day of July, 1940, between the Lyttelton Borough Council (hereinafter called "the Council" or "the employer"), of the one part, and the Canterbury Local Bodies' Officers' (other than Clerical) Industrial Union of Workers (hereinafter called "the union"), of the other part, whereby it is mutually agreed by and between the said parties as set out in the following schedule:—

SCHEDULE.

*Application of Agreement.*

1. This agreement shall apply to the Borough Electrical Foreman, who is an officer responsible to the Council, under the Borough Engineer, for the control and management of the Electrical Department, the supervision of electrical workers and apprentices, the distribution of high- and low-tension line, substation management, estimating costs, making all electrical inspections as required by the regulations, keeping records and time-sheets, and in general to have control of the electrical undertaking of the Council.

*Conditions of Service.*

2. For the purpose of this agreement the Borough Electrical Foreman is a permanent officer appointed by resolution of the Council, the employment shall be monthly, and one month's notice of termination shall be given by either party.

*Hours of Work.*

3. The normal hours of work shall be forty per week, to be worked from Monday to Friday, both days inclusive, but if the exigencies of the Department demand additional hours the Electrical Foreman shall work such additional hours without payment to safeguard the efficiency of the service. It to be understood that week-end duty shall be shared with the Borough Engineer, on an arrangement to be mutually agreed upon.

*Salary.*

4. The minimum salary payable shall be £365 per annum, to be paid fortnightly or monthly, at the discretion of the Council.

*Annual Leave and Holidays.*

5. (a) An annual holiday of two consecutive weeks shall be given on completion of each year's service, such leave to be on full pay, and to be taken at a time to be mutually arranged between the Council and the officer concerned.

(b) The following days shall be observed as holidays and shall not count as part of the annual leave: New Year's Day and the day following, Good Friday, Easter Saturday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Show Day, Christmas Day, and Boxing Day. If New Year's Day or Christmas Day fall on a Sunday, the holiday and subsequent day shall be moved forward one day.

(c) If the exigencies of the service demand the attendance of the Electrical Foreman on any of the days stated in subclause (b) hereof, he shall be entitled to one day for each day worked, to be added to the annual leave, or shall be taken at such other time as mutually agreed upon.

*Complaints.*

6. (a) The officer shall not be dismissed, suspended, or suffer any loss of standing or other disciplinary measures, nor be called upon to answer any charge arising out of any complaint made against him by a member of the public, unless such complaint has been made in writing by the complainant within seventy-two hours after the subject-matter thereof came to the complainant's knowledge, nor unless the officer concerned shall have been notified thereof within

twenty-four hours of the receipt of the complaint. He shall be entitled to see and make a copy of such complaint before being called upon to answer any charge founded thereon. In computing the above times, Saturdays, Sundays, and holidays shall be excluded.

(b) The officer against whom the complaint is made may have the assistance of the secretary of the union at any inquiry, and he shall be entitled to call evidence.

If a complaint is made by another employee, that employee shall be required to attend at the inquiry if the officer against whom the complaint is made so desires.

*Telephone.*

7. If the Borough Electrical Foreman is required by the Council to be at call for the performance of his duties, he shall have the telephone installed at his private residence at the expense of the Council.

*Expenses.*

8. All authorized out-of-pocket expenses, travelling-expenses, and boarding-allowance incurred by the officer in the execution of his duty shall be paid by the Council.

*Preference.*

9. From and after the date when this agreement comes into operation the officer covered by this agreement shall become a member of the Canterbury Local Bodies' Officers' (other than Clerical) Industrial Union of Workers.

*Term of Agreement.*

10. This agreement, in so far as it relates to salary, shall be deemed to have come into force on 1st April, 1940, and all other conditions as at the 15th day of July, 1940, and shall remain in force until the 15th day of July, 1941.

In witness whereof the parties have executed these presents.

The common seal of the Lyttelton Borough Council was hereto affixed in the presence of—

[L.S.]

F. E. SUTTON, Mayor.  
R. SOWDEN, Town Clerk.

The common seal of the Canterbury Local Bodies' Officers' (other than Clerical) Industrial Union of Workers was hereto affixed in the presence of—

[L.S.]

G. E. STOKES, President.  
THOS. NUTTALL, Secretary.