
CHRISTCHURCH CITY COUNCIL OFFICERS (OTHER THAN CLERICAL).—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 4th day of August, 1944, between the Christchurch City Corporation and the Canterbury Local Bodies' Officers (other than Clerical) Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no

such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 4th day of August, 1944, between the Christchurch City Corporation, of the one part, and the Canterbury Local Bodies' Officers (other than Clerical) Industrial Union of Workers, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 19th day of September, 1944.

[L.S.]

A. TYNDALL, Judge.

CHRISTCHURCH CITY COUNCIL OFFICERS (OTHER THAN CLERICAL).
—INDUSTRIAL AGREEMENT

THIS industrial agreement is made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 4th day of August, 1944, between the Christchurch City 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

Scope of Agreement

1. This agreement shall apply to all officers of the Council employed under the following classifications: Traffic Inspectors, Water Inspectors, Sanitary Inspectors, Building Inspectors, Dangerous-goods Inspectors, Overseers, Foremen, Supervisors, Cadets, Engineering, Architectural, Survey, and Town Planning Assistants, Draughtsmen, Registered Engineers, Registered Surveyors, Registered Architects, and any other officer in the employ of the Council not covered by an award or industrial agreement.

Hours of Work

2. (a) Except as hereinafter provided in subclauses (b), (c), and (d), 37½ hours shall constitute a week's work, to be worked on Monday to Friday, both days inclusive, but the Council may require officers to work up to eighty hours per fortnight when an occasion demands.

(b) The normal hours of Overseers, Foremen, and Supervisors shall be the same as those of the men over whom they exercise control.

(c) Traffic Inspectors shall be subject to the provisions of clause 14.

(d) Notwithstanding anything to the contrary in clauses 7 and 8 the normal hours of the Robert McDougall Art Gallery Custodian shall be forty per week, in accordance with present practice.

Conditions of Service

3. (a) Appointments shall be made with a probationary period not exceeding six months. At the expiration of the probationary period the officer shall either be appointed or discharged at the discretion of the Council, and the union shall be so notified.

(b) When appointments are made to positions becoming vacant, preference shall be given to employees already in the service, but full consideration shall be given to seniority, length of service, merit, and qualifications.

(c) Where there is no employee directly in line for promotion to the position vacant, applications to fill same shall be called from members of the permanent staff of all departments or by public advertisement, at the discretion of the Council.

(d) The employment of permanent officers shall be monthly, unless agreements are made under seal on a different basis, and one month's notice of termination shall be given by either party, except in the case of dereliction of duty, insubordination, or misbehaviour, and in such cases the officer is liable to instant dismissal.

(e) Officers shall be paid fortnightly, not later than Thursday.

(f) Officers appointed to positions specially classed shall be paid not less than the amount set against such classification.

(g) No officer shall be discharged as a consequence of this agreement in order that the work may be done at less than the prescribed rates.

(h) Officers receiving salaries in excess of that provided by this agreement shall not have their salaries reduced by reason of the coming into operation of this agreement.

Complaints

4. (a) Any charge laid against an officer by a member of the public shall be made in writing by the complainant within seventy-two hours after the subject-matter thereof came to the

complainant's knowledge, and the officer concerned shall be notified thereof within twelve hours of its receipt. He shall be entitled to see and make a copy of such complaint before being called upon to answer the charge. In computing the above time, Saturdays, Sundays, and holidays shall be excluded.

(b) An officer may call evidence when an inquiry is held. If the complaint is made by another employee, he shall, when necessary, be required to be present.

(c) He may be represented by the secretary of the union.

Remuneration or Salaries

5. (a) The increments shown in the various sections shall be considered as annual increments, and shall be paid according to years of service in each particular section.

(b) All increases in salary shall be paid after twelve months' service with the Council dating from the commencement of such service.

(c) *Waterworks Inspectors*:—

Chief Inspector: £330-£360 per annum, by £10 annual increments.

Inspectors—

First year: £280 per annum:

Second year: £290 per annum.

Third year: £300 per annum.

Fourth year: £310 per annum.

Fifth year and thereafter: £322 per annum.

(d) *Sanitary Inspectors*.—"Sanitary Inspector" shall mean and include any person who is qualified to carry out the duties of a Health or Sanitary Inspector in terms of section 25 of the Health Act, 1920).—

Assistant Chief Inspector: £390 per annum.

Inspectors—

First year: £340 per annum.

Second year: £360 per annum.

Third year and thereafter: £380 per annum.

Uncertificated Inspector (present officer): £380 per annum.

(e) *Building and Dangerous Goods Inspectors*:—

Chief Inspector: £350-£425 per annum, by £10 annual increments.

Inspectors:—

First year: £340 per annum.

Second year: £360 per annum.

Third year and thereafter: £380 per annum.

(f) *Baths Supervisor*.—Present officer: £299 per annum, with accommodation, lighting and heating provided. (Note.—None of the provisions of this agreement relating to hours of work and overtime shall apply to this officer.)

(g) *Robert McDougall Art Gallery*.—Custodian: £273 per annum.

(h) *Central and Ward Overseers and Foremen*.—

City or Central Overseer: £360–£400 per annum, by £10 annual increments.

Overseers—

St. Albans: £360 per annum.

Linwood: £360 per annum.

Sydenham: £360 per annum.

Spreydon: £360 per annum.

Woolston: £360 per annum.

New Brighton: £360 per annum.

Foremen—

Dust and refuse: £360 per annum.

Reserves: £360 per annum.

Waterworks: £360 per annum.

Halswell Quarries: £348 per annum.

Linwood Nursery: £310 per annum.

Head Forester: £312 per annum.

(i) *Cadets (Engineering, Architectural, Survey, Town Planning Assistants, Draughtsmen)*—

Grade 1: The minimum rates of pay per week shall be—

	£	s.	d.
First six months	1	0	0
Second six months	1	10	0
Third six months	1	15	0
Fourth six months	2	0	0
Fifth six months	2	5	0
Sixth six months	2	12	6
Seventh six months	3	0	0
Eighth six months	3	7	6
Fifth year	3	16	0
Sixth year	4	5	0
Seventh year	4	15	0
Eighth year	5	5	0
Ninth year	5	10	0
Thereafter	5	12	6

Provided that a youth of the age of not less than nineteen years of age shall be considered a second year employee and paid accordingly: Provided also that an employee of the age of twenty-one or upwards shall receive not less than the basic wage for the time being prevailing.

Grade 2—	Per Annum.
	£
City Land Surveyor	470
Assistant Architect	390
Structural Engineering Assistant ..	337
Survey and Town Planning Assistant ..	346
Draughtsmen	312
Waterworks Draughtsmen	312

Increase in Rates of Remuneration

6. All rates of remuneration, which term includes time and piecework rates, overtime, and other special payments, provided for in this agreement shall be subject to the provisions of the general orders dated the 9th August, 1940, and the 31st March, 1942, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration as follows:—

- (a) The order dated 9th August, 1940, increases all rates of remuneration by an amount equal to 5 per cent. thereof:
- (b) The order dated 31st March, 1942, increases all rates of remuneration (inclusive of the August, 1940, bonus) by an amount equal to 5 per cent., but this increase is payable—
 - (i) In the case of males twenty-one years of age and over on earnings up to £5 per week only;
 - (ii) In the case of females twenty-one years of age and over on earnings up to £2 10s. per week only; and
 - (iii) In the case of males or females under twenty-one years of age, and apprentices, on earnings up to £1 10s. per week only.

Holidays and Annual Leave

7. (a) The following days, subject to subclause (c) hereof, 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 to Easter Tuesday inclusive, Anzac Day, Sovereign's Birthday, Labour Day, Show Day, Anniversary Day, Christmas Day, Boxing Day, and the day following.

(b) Should Christmas Day or New Year's Day fall on a Sunday, the holiday shall be observed on the Monday following and any subsequent holidays be moved forward one day.

(c) Overseers and Foremen shall not be entitled to any of the above holidays not granted to the majority of employees over whom they exercise control.

(d) All officers (Traffic Inspectors excepted) after twelve months' continuous service with the Council shall be entitled to an annual leave of two consecutive working-weeks on full pay.

(e) At least two weeks' notice of the commencement of annual leave shall be given by the Council to the officer concerned.

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

(g) Upon termination of service any officer not completing the full qualifying period in any year of service shall be granted pay in lieu of holidays in the same proportion according to the length of service: Provided that during the first year's employment he shall be required to serve six months before this clause shall operate: Provided further that this clause shall not operate if an officer is guilty of misconduct.

Overtime

8. (a) All time worked in excess of the hours specified in clause 2 (a) and (c) shall be considered as overtime and shall be paid for the first two hours at the rate of time and one-half and thereafter double time, or the employee shall be given equivalent time off at the discretion of the Council.

(b) Any officer (Traffic Inspectors excepted) required to be on duty on any public holiday or portion of a holiday as set out in clause 7 (a) shall be paid for the first two hours at the rate of time and a half and thereafter double time, or shall be given equivalent time off, at the discretion of the Council.

(c) Any officer (Traffic Inspectors excepted) required to work on Sunday shall be paid at double rates, or shall be given equivalent time off, at the discretion of the Council.

(d) Not less than two working-hours shall be paid for as overtime on any public holiday or Sunday.

(e) No overtime for which overtime rates are payable shall be worked by any officer without the approval of the head of the Department concerned.

(f) All overtime shall be computed at the end of every month, and shall be paid during the month following.

(g) Any officer whose duties demand attendance at the ordinary meetings of the Council and Committees shall not be entitled to overtime payments for attendance at such meetings.

(h) All officers in receipt of a salary of £360 per annum or more (exclusive of any cost-of-living orders) shall not be subject to the operations of this overtime clause.

(i) Notwithstanding the provisions of subclauses (a), (b), and (c) hereof, any work performed by the Nursery Foreman in attendance to forcing stoves, greenhouses, frames, or bush houses on Sundays or holidays shall be paid for at ordinary rates.

Transport

9. (a) Officers who provide their own cars, approved by and at the request of the Council, for carrying out their official duties shall be paid such sum as may be mutually agreed upon between the Council and the officer concerned.

(b) A bicycle allowance at the rate of £1 5s. per quarter shall be paid to those officers who undertake their official duties by this means.

Uniforms

10. (a) All officers required by the Council to wear uniform when on duty shall be provided with cap, jacket, and two pairs trousers when necessary.

(b) Greatcoats, raincoats, and waterproof leggings shall be supplied to all uniformed officers, Overseers, and Foremen as required.

(c) All uniforms and clothing enumerated in the preceding subclauses to be provided at the expense of the Council, and shall remain the property of the Council.

Expenses

11. All authorized out-of-pocket expenses incurred by an officer in the execution of his duties shall be paid by the Council.

Officers performing Higher-grade Duties

12. Any officer who is instructed to perform the duties of a higher-grade officer 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 at a rate not less than the minimum salary paid for the higher position.

Meal-allowance

13. Any officer (Traffic Inspector excepted) who is required to work after 6 p.m. any day shall be paid a meal-allowance of 2s., which allowance shall be deemed to include the general orders under the Rates of Wages Emergency Regulations referred to in clause 6 of this agreement.

TRAFFIC DEPARTMENT: SPECIAL CLAUSES FOR TRAFFIC INSPECTORS

Hours of Work

14. (i) (a) Subject as hereinafter provided, the normal working-hours of Traffic Inspectors shall be eighty each fortnightly period (Sundays excepted), of which period not more

than forty-four hours may be worked in any week, with a maximum of eight hours on any working-day, and with an interval of one hour for a meal.

(b) Ten hours shall elapse between signing off on one day and signing on the next day (Sunday excepted).

(c) On Saturday Traffic Inspectors may continue their duties up to 3 a.m. the next morning, but such time shall be deemed to be normal working-hours.

(d) Traffic Inspectors shall have their working-time so arranged that off-duty hours will include at least one day off duty (exclusive of Sunday) in each fortnightly period, and otherwise in accordance with present practice.

(e) Traffic Inspectors shall work when required on Sundays for a maximum of eight hours for each Inspector, with an interval of one hour for a meal at hourly rates of remuneration of double pay fixed on the basis of $\frac{\text{salary}}{2080}$ per hour, with a minimum of two hours for such Sunday duty. Or, alternatively, at the option of the Council, Traffic Inspectors may receive double time off for Sunday work in lieu of payment as aforesaid.

Remuneration or Salaries

(ii) (a) All increments shown shall be considered as annual increments, and shall be paid according to years of service.

(b) All increases in salary shall be paid after twelve months' service with the Council dated from the commencement of such service.

(c) *Assistant Chief*: £350-£400 per annum, by £10 annual increments.

Subject to the provisions of clause 12, when an Inspector is required to supervise other Inspectors he shall be classified as a Senior Patrol Inspector and shall receive the salary provided as from the date of commencing such duties.

Senior Patrol Inspectors: £350 per annum.

Traffic Inspectors:

On appointment: £290 per annum.

Second year: £300 per annum.

Third year: £310 per annum.

Fourth year: £320 per annum.

Fifth year and thereafter: £330 per annum.

The provision of clause 6 to apply to all salaries in this clause.

Holidays and Annual Leave

(iii) (a) Traffic Inspectors after twelve months' continuous service with the Council shall be entitled to an annual leave of three consecutive working-weeks on full pay.

(b) At least two weeks' notice of the commencement of the annual leave shall be given by the Council, such leave to be taken at a time to be mutually agreed upon.

(c) Upon termination of service any Inspector not completing the full qualifying period in any year of service shall be granted pay in lieu of holidays, in the same proportion according to the length of service: Provided that during the first year's employment he shall be required to serve six months before this clause shall operate: Provided, further, that this clause shall not operate if an Inspector is guilty of misconduct.

(d) Traffic Inspectors shall not be entitled to any additional leave in lieu of public or statutory holidays upon which they are entitled to work, but when required to work on Christmas Day, Good Friday, or Anzac Day, Traffic Inspectors shall receive an additional day's pay or equivalent day or days shall be added to the annual leave.

Overtime

(iv) (a) All time worked in excess of the hours specified in clause 14 (i) (a) shall be considered as overtime and shall be paid for at the rate of time and one-half for the first two hours, and thereafter double time, or equivalent time off shall be given at the discretion of the Council.

(b) The provisions of clause 8, subclauses (e), (f), (g), and (h) shall apply to Traffic Inspectors.

Uniforms

(v) The provisions of clause 10, subclauses (a) and (b) shall apply to Traffic Inspectors, and Mounted Traffic Inspectors shall, in addition, be provided with brown boots, leather leggings, breeches, and gloves, together with any other necessary equipment, such special uniform to be supplied when necessary. All uniforms and equipment to be provided at the expense of the Council, and be kept in reasonable condition and repair by the Inspectors, and to remain the property of the Council.

General Application of Agreement to Traffic Inspectors

(vi) All the provisions of clauses 3, 4, 9, 11, 12, 15, 16, 17, 18, and 19 being applicable shall apply to Traffic Inspectors.

Right of Entry upon Premises

15. The secretary or other authorized officer of the union shall be entitled to enter at all reasonable times upon the premises or offices of the Council for the purpose of interviewing any employee in connection with the operation of this agreement, but not so as to interfere unreasonably with the Council's business.

Preference

16. From and after the date when this agreement comes into operation, all officers covered by this agreement, and officers subsequently appointed to positions covered by this agreement, shall become members of the Canterbury Local Bodies' Officers' (other than Clerical) Industrial Union of Workers.

Matters not Provided for, and Appeals

17. 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 had 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 difference or dispute as to the decision of the Council respecting the dismissal, disrating, 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 Council and two representatives of the union, 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 Council or the union of such dispute.

Under-rate Workers

18. Court's clause.

Term of Agreement

19. This agreement shall come into operation, in so far as it applies to salaries, as from the 1st February, 1944, and shall continue in force for two years from the date of signing hereof.

In witness whereof the parties hereto have affixed these presents:—

The common seal of the Mayor, Councillors, and Citizens of the City of Christchurch was hereto affixed, this 4th day of August, 1944, in the presence of—

[L.S.]

ERNEST H. ANDREWS, Mayor.
H. S. FEAST, 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.]

ERNEST H. EAGLES, President.
CLARENCE J. BARWICK, Acting Secretary.
