

**CHRISTCHURCH CITY COUNCIL ELECTRICAL INSPECTORS,  
ETC.—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 26th day of August, 1948, between the Christchurch City Council 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 26th day of August, 1948, between the Christchurch City Council, 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 23rd day of September, 1948.

[L.S.]

A. TYNDALL, Judge.

CHRISTCHURCH CITY COUNCIL ELECTRICAL INSPECTORS, ETC.—  
INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 26th day of August, 1948, 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 permanent officers of the Council's Electricity Department employed under the following classifications: Electrical Inspectors, Foreman Meter and Service Department, Estimator, Test Assistant.

*Definitions*

2. (a) "Electrical Inspector" means an officer engaged in the inspecting and testing consumers' installations as comes within the scope of the Electrical Supply and Wiring Regulations 1935.

(b) "Foreman Meter and Service Department" means an officer who is in control of the Consumers' Service Department.

(c) "Estimator" means an officer who estimates costs of all classes of electrical installations as normally carried out by the Wiring Department of the undertaking.

(d) "Test assistant" means an officer of the Department's testing staff engaged, under the instructions of the Test Engineer or his deputy, in the testing work carried out by an Electrical Supply Authority.

### *Salaries*

		Per Annum.		
		£	s.	d.
3. Electrical Inspectors:—				
Assistant Chief .. ..		488	0	0
Inspectors—				
Two at .. ..		475	0	0
Three at .. ..		461	0	0
Others at .. ..		447	0	0
On appointment, 1 year ..		435	0	0
And thereafter according to scale				
Foreman Service and Meter Department .. ..		475	0	0
Estimator .. ..		475	0	0
Test Assistant .. ..		475	0	0

Promotion to be subject to satisfactory service in regard to period and ability.

### *Conditions of Service*

4. (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 Electricity Department, and the union shall be so notified.

(b) In filling any position, consideration shall first be given to suitable members of the permanent staff, and the consequent promotion of juniors. For an advertised position, any suitable employee of the Council may apply. Full consideration shall be given to merit, ability, qualifications, seniority and length of service, but the Council's decision shall be final.

(c) The employment of permanent officers shall be monthly, 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.

(d) Officers shall be paid fortnightly and not later than Thursday.

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

(f) No officer receiving a salary in excess of that provided by this agreement shall have his salary reduced by reason of the coming into operation of this agreement.

#### *Hours of Work*

5. (a) The normal hours of work shall not exceed forty per week, to be worked on Monday to Friday, both days inclusive, such hours shall not exceed eight on each working-day between the hours of 8 a.m. and 5.30 p.m.

(b) Notwithstanding subclause (a), where an officer has been observing shorter hours such hours shall not be increased because of the coming into operation of this agreement.

(c) Ten minutes shall be allowed in the morning and afternoon for tea.

#### *Complaints*

6. (a) No officer shall 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) An officer against whom a complaint is made may have the assistance of the secretary of the union at any inquiry, and he shall be entitled to call evidence.

(c) 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.

#### *Holidays and Annual Leave*

7. (a) 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 to Easter Monday

inclusive, Sovereign's Birthday, Labour Day, Show Day, Anniversary Day or a day in lieu, Christmas Day, Boxing Day, and a day which may be authorized by the Council as a staff picnic day.

(b) Officers required to work on any of the above days shall be paid double time in addition to the weekly wage with a minimum payment for two hours.

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

(d) All officers after twelve months' continuous service with the Electricity Department shall be entitled to an annual leave of two consecutive working-weeks: Provided that officers who have served the Department for fifteen years or more shall be granted three weeks annual leave.

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

(f) Annual leave shall be taken at Christmas time if possible, if not, at a time to be mutually agreed upon.

(g) Subject to the Annual Holidays Act, officers leaving the service of the Electricity Department shall be entitled to a proportion of their annual leave for the current year of service.

#### *Overtime*

8. (a) All time worked in excess of the hours specified in clause 5 (a) shall be paid for at the rate of time and one half for the first two hours, and thereafter double time.

(b) Officers required to work on Sunday shall be paid double rates; not less than two working-hours shall be paid for such Sunday duty.

(c) No overtime shall be worked by any officer without the approval of the Electricity Department.

(d) Officers in receipt of not less than £475 per annum shall not be subject to the operations of this overtime clause.

(e) Nothing in subclauses (a) and (b) shall apply to the Department's testing staff.

#### *Transport*

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

(b) A bicycle allowance of £6 10s. per annum shall be paid to those officers who undertake their official duties by this means.

#### *Clothing*

10. Officers who are required to be out in wet weather in the course of their duties, and who adequately provide themselves with suitable wet weather equipment shall receive a clothing-allowance of £6 per annum, for such equipment.

#### *Expenses*

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

#### *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 consecutive weeks, 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. Officers who are required to work after 6 p.m. on any day shall be paid a meal allowance of 2s. 6d.

#### *Right of Entry Upon Premises*

14. 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 Electricity Department for the purpose of interviewing any employee in connection with the operation of this agreement, but not so as to interfere unreasonably with the business of the Electricity Department.

#### *Workers to be Members of the Union*

15. 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*

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 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 Electricity Department respecting the dismissal or 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 Electricity Department 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. Either side shall have the right of appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

*Under-rate Workers*

17. Court's clause.

*Term of Agreement*

18. This agreement shall come into force in so far as it relates to salaries from 1st April, 1948, and in all other respects from the date of signing and shall remain in force for two years.

In witness whereof the parties have executed these presents.

The common seal of the Christchurch City Council was hereto affixed 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.]

G. A. LE BRUN, President.  
D. F. AYERS, Secretary.