

CHRISTCHURCH DRAINAGE BOARD OFFICIALS—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Economic Stabilization Regulations 1952; and in the matter of the industrial agreement made on the 19th day of February 1952, between the Christchurch Drainage Board and the Canterbury Local Bodies' Officers (Other than Clerical) Industrial Union of Workers.

WHEREAS by the Economic Stabilization Regulations 1952 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 19th day of February 1952, between the Christchurch Drainage Board, 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 29th day of February 1952.

[L.S.]

A. TYNDALL Judge.

CHRISTCHURCH DRAINAGE BOARD OFFICIALS INDUSTRIAL AGREEMENT

THIS industrial agreement is made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this nineteenth day of February, 1952 between the Christchurch Drainage Board (hereinafter called "the Board" 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 officers of the Board employed under the following classifications: Drainage and Plumbing Inspectors, Draughtsmen, Clerks of Works, Foremen, Cadets and any other non-clerical officers not covered by any other award or industrial agreement.

Hours of Work

2. (a) The normal hours of work shall be thirty-five per week, consisting of seven hours in each five days, to be worked between the hours of 8 a.m. and 4 p.m. on Monday to Friday (both days inclusive). This shall not prevent the Board requiring an officer to perform emergency duties outside these hours.

(b) Notwithstanding subclause (a) hereof, Clerks of Works, the Sewage Farm Superintendent, and Foreman shall observe the clock hours of the men over whom they exercise control, but not so as to exceed forty hours per week.

Conditions of Service

3. (a) For the purpose of this agreement "service" shall mean service with the Christchurch Drainage Board or similar experience with any other local body.

(b) The employment of 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 cases of dereliction of duty, insubordination, or in the opinion of the Board misbehaviour, and in such cases the officer is liable to instant dismissal.

(c) Officers shall be paid as at present.

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

(e) 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.

(f) Officers receiving salaries or special payments in excess of those provided by this agreement shall not have such reduced by reason of the coming into operation of this agreement.

(g) All special payments other than payments by the Board shall be made through the office of the Board.

Complaints

4. (a) Any charge laid against an officer shall be made in writing by the complainant within forty-eight 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, 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 be required to be present.

Remuneration and Salaries

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

(b) Drainage and Plumbing Inspectors: Drainage and Plumbing Inspector shall mean and include any person who is qualified to supervise and inspect plumbing and drainage installations and repairs, and who is the holder of the certificate of the Royal Sanitary Institute or its equivalent, or is a registered plumber.

Inspectors—	Per Annum	
	£	s. d.
First year	546	0 0
Second year	572	0 0
Third year	598	0 0
Fourth year and thereafter	624	0 0
Chief Assistant Inspector	676	0 0

(i) Inspectors holding the certificate of the Royal Sanitary Institute shall be paid £26 per annum in addition to the appropriate rate in the above scale.

(ii) Inspectors who have completed twelve years' service with the Board shall be paid £650 per annum, but this shall not be subject to the provisions of the last paragraph.

	Per Annum		
	£	s.	d.
(c) Maintenance and Construction Foreman	635	0	0
Clerks of Works	612	0	0
Farm Superintendent	658	0	0
Foreman Flusher	612	0	0
Sub-Foreman Flusher	600	0	0
Foreman Open Drains	600	0	0
Foreman Rivers	600	0	0
(d) Mechanical Engineer's Department—			
Maintenance Foreman	635	0	0
Storeman	510	0	0
(e) Draughtsmen Cadets—			
On appointment	189	15	0
Second year	218	10	0
Third year	258	15	0
Fourth year	293	5	0
Fifth year	405	10	0
Draughtsmen Qualified—			
Sixth year	486	0	0
Seventh year	532	0	0
Eighth year	572	5	0
Thereafter	600	0	0
Senior Draughtsman	624	0	0

The provisions of Clause 5 (b) (ii) shall also apply to the Senior Draughtsman.

(NOTE.—Attention is drawn to the fact that the above rates are to be read subject to the provisions of the Minimum Wage Act, 1945.)

Increase in Rates of Remuneration

6. The rates of remuneration set out in this agreement are inclusive of the General Order of the Court of Arbitration issued on 30th January, 1951.

Any General Orders of the Court of Arbitration issued following the date of this agreement are deemed to be incorporated in the agreement and have effect according to their tenor.

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 two days following, Good Friday to Easter Tuesday inclusive, Anzac Day, the Sovereign's Birthday, Labour Day, Show Day, Christmas Day, Boxing Day and the day following: Provided that where an officer is required to work on any of the above day or days he shall be entitled to have such day or days added to his annual leave, or be granted equivalent time off with full pay at a time to be mutually agreed upon.

(b) All officers after twelve months' continuous service with the Board shall be entitled to an annual leave of two consecutive working weeks provided that officers who have had twelve or more years consecutive service, or who are

in receipt of more than £546 per annum, shall receive three weeks annual leave; provided also, that not more than two weeks holiday shall be taken at one time unless arrangements are mutually agreed upon between the Board and the worker.

(c) Officers who do not complete any given year of service up to the time of their leaving the service of the Board shall be entitled to proportionate holiday pay for the portion of the year worked.

(d) When possible at least one month's notice of the commencement of annual leave shall be given by the Board to the officer concerned.

(e) Annual leave shall be taken at a period to be mutually agreed upon.

Transport

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

(b) A bicycle allowance of no less than £6 10s per annum shall be paid to those officers who undertake their official duties by this means.

(c) Officers in receipt of a higher cycle allowance shall receive a proportionate increase.

Sick Leave

9. The present practice to continue.

Clothing

10. (a) Drainage and Plumbing Inspectors shall be supplied by the Board with motoring overalls and gum-boots as required.

(b) Foremen and engineers shall be supplied with the necessary wet-weather equipment including raincoats leggings and gum-boots as required.

(c) All equipment as set out in subclauses (a) and (b) hereof shall be supplied by the Board and remain the property of the Board.

Expenses

11. All authorized out-of-pocket expenses incurred by any employee in the execution of his duties shall be paid for by the Board.

Meal Allowance

12. An officer provided he is unable to return to his home within the time allowed who is required to work after 6 p.m. on any day or after 1 p.m. on a Sunday shall receive 3s. meal allowance.

Officers Performing Higher-grade Duties

13. Any officer who is instructed to perform the duties of a higher-grade employee shall, if he occupies the higher-grade position for more than six 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. This clause shall not operate if the position is caused through sickness.

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 Board for the purpose of interviewing any employee in connection with the operation of this agreement, but not so as to interfere unreasonably with the Board's business.

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 employer 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 dispute or difference as to the decision of the Board 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, 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 Board 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.

Term of Agreement

17. This agreement, in so far as it relates to salaries, shall be deemed to have come into force on the first day of August, 1951, and in so far as all other conditions of this agreement are concerned, it shall come into force on the day of the date thereof; and this agreement shall continue in force until the twenty-eighth day of February, 1953.

In witness whereof the parties have executed these presents.

The common seal of the Christchurch Drainage Board was hereto affixed in the presence of—

[L.S.]

E. H. S. HAMILTON, Chairman.
R. R. SENIOR, Secretary.

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.]

P. LUNN, President.
R. H. McDONALD, Secretary.