

# INVERCARGILL CITY COUNCIL ELECTRICAL INSPECTORS AND TEST ROOM STAFF—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Dunedin]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 22nd day of July 1958 between the Corporation of the Mayor, Councillors and Citizens of the city of Invercargill (hereinafter referred to as "the employer") of the one part and the Dunedin and Suburban General Electrical Workers Industrial Union of Workers (hereinafter referred to as "the union") of the other part, whereby it is mutually agreed between the said parties hereto as follows, that is to say:

## SCHEDULE

### *Industry to Which Agreement Applies*

1. This agreement shall apply to electrical inspectors and electrical test room technicians employed by the Invercargill City Council.

### *Definitions*

2. (a) "Electrical inspector" means a qualified and registered inspector whose work includes the inspecting and testing of all consumers' installations, the maintenance and installation of meters and other instruments and equipment on consumers' premises such as comes within the scope of the Electrical Supply and Wiring Regulations 1935 and its amendments.

(b) "Test room technician" means a worker, who, being a registered electrical wireman, carries out test room work under the direction of the assistant electrical engineer.

### *Wages*

3. (a) The following shall be the annual salary of the undermentioned workers:

	Per Year
	£
Senior inspector .....	830
Other inspectors .....	750
Senior test room technician .....	760
Other test room technicians .....	740

(b) Adult workers with 12 months or more continuous service with the Invercargill City Council Electricity Department shall be paid a service bonus of 6s. per week and after five years of such service this bonus shall be increased to 9s. per week.

### *Hours of Work*

4. The normal hours of work shall not exceed  $37\frac{1}{2}$  per week from Monday to Friday inclusive. The normal hours shall be worked between 8.30 a.m. and 5 p.m. No additional payment shall be paid for work done in addition or outside the above hours on Saturdays, Sundays and holidays.

### *Holidays*

5. (a) The following shall be allowed as holidays: Christmas Day, Boxing Day, New Year's Day, the day following that upon which New Year's Day is observed, Good Friday, Easter Monday, Anzac Day, Labour Day, Anniversary Day (or a day in lieu thereof), the birthday of the reigning Sovereign and any other day that may be authorised by the employer as a holiday.

(b) An annual holiday of three weeks shall be allowed on full pay to each worker.

### *Terms of Employment*

6. (a) No deduction shall be made from the annual salaries except for time lost through the worker's sickness, accident, or default.

(b) Notice of the termination of employment shall be in accordance with the conditions of the worker's appointment; failing any such condition a fortnight's notice shall be given on either side.

### *General Conditions*

7. (a) Workers who provide themselves with the necessary overcoat and leggings for use in wet weather on outside work shall be paid 2s. 3½d. per week allowance.

(b) Two suits of overalls shall be supplied annually or as required.

(c) It shall be the duty of the employer to provide suitable accommodation wherein employees may keep their clothes, good ventilation, and proper sanitary arrangements also a sufficient supply of water at meal times and for washing at knock off time.

(d) Workers shall be allowed a rest period of 10 minutes each morning and afternoon at a time to be mutually arranged between the employer and the worker.

(e) Soap and towels shall be supplied by the employer, the towels to be laundered weekly at the employer's expense.

### *Increase in Rates of Remuneration*

8. The rates of remuneration determined by this agreement shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Emergency Regulations 1953 and dated the 26th day of October 1956.

(EXPLANATORY NOTE—The general order of the 26th day of October 1956 increased rates of remuneration determined by awards or industrial agreements by an amount equal to 18 per cent thereof but excluded from the scope of the increase—

(1) Such portion of the remuneration of each worker in each week as exceeded the amount of £13 in the case of adult male workers and the amount of £9 15s. in the case of adult female workers, and the amount of £7 10s. in the case of male and female workers under the age of 21 years; and

(2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term "remuneration" means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commissions, and any other emolument whether in one sum or several sums; and also includes travelling expenses.)

### *Matters Not Provided For*

9. Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer and the secretary of the union, and in default of any agreement being arrived at then such dispute shall be referred to the Conciliation Commissioner from the district, who may either decide the same or refer the matter to the Court. Either party if dissatisfied with the decision of the Commissioner may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

### *First-aid Kit*

10. (a) A modern first-aid emergency kit fully equipped shall be kept in a convenient and accessible place on each of the department's vehicles and at the depot.

(b) The St. John Ambulance first-aid compressed kit shall be the first-aid case to be kept as required in sub-clause (a) and shall be open to inspection once a month.

(c) All employees shall be instructed at least once per month on the methods of artificial respiration, bandaging, and stopping of bleeding.

#### *Sick Leave*

11. (a) After 12 months continuous service employees shall be entitled to be paid for five days sick leave during any subsequent year of service. If such payment is not made in any year the leave may be accumulated to a maximum of 15 days provided the service is continuous.

Service for the purpose of this sub-clause shall be deemed to commence as from the coming into operation of this agreement or from the date of the worker's engagement whichever is the earlier.

(b) If the absence from work extends for more than three days the worker, if required by the employer, shall supply a medical certificate to establish the nature of the sickness.

#### *Right of Entry*

12. (a) The secretary of the union or any other person duly appointed shall be allowed access to any workshop at any time for the purpose of interviewing any worker coming within the scope of this agreement upon business connected therewith but not so as to interfere unreasonably with the employer's business and the employer shall give recognition to any worker who is appointed a shop steward.

(b) The employer shall, once every six months, if requested, supply a list of workers in his employment to the secretary of the union.

#### *Under-rate Workers*

13. (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 the application of the worker after due notice to the union, by the local Inspector of Awards 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 capabilities, his past earnings and such other circumstances 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 the manner prescribed by this agreement: 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 the inspector or other person shall determine.

(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 of every agreement made with the worker pursuant hereto.

(e) It shall be the duty of an employer before employing a worker at such lower wages to examine the permit or agreement by which such wage is fixed.

*Workers to be Members of Union*

14. (a) It shall not be lawful for the employer to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) Every person, who, being obliged to become a member of the union by the operation of the foregoing fails to become a member of that union when requested to do so by his employer or any officer or representative of the union commits a breach of the agreement and shall be liable accordingly.

(NOTE—Attention is drawn to sub-section (3) of section 174 of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

*Term of Agreement*

15. This agreement shall in so far as wages are concerned be deemed to have come into force on the 1st day of April 1958 and in so far as the other conditions are concerned it shall come into force on the day of the date hereof and shall continue in force until the 30th day of September 1959.

Signed for and on behalf of the Dunedin and Suburban General Electrical Workers Industrial Union of Workers—

W. C. McDONNELL, Secretary.

Signed for and on behalf of the Mayor, Councillors, and Citizens of the city of Invercargill—

[L.S.]

ADAM L. ADAMSON, Mayor.  
LEO A. BEST, Town Clerk.