

**TIMARU CITY COUNCIL ELECTRICAL INSPECTORS—INDUSTRIAL AGREEMENT**

*[Filed in the Office of the Clerk of Awards, Christchurch]*

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 4th day of February 1958, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (hereinafter called “the union”), of the one part and the Timaru City Council (hereinafter referred to as “the employer”) of the other part:

That, as between the parties hereto, the terms, conditions, stipulations, and provisions contained and set out in the Schedule hereto shall be binding upon the said parties, and the said terms, conditions, stipulations, and provisions shall be and are hereby incorporated in and declared to form part of this agreement; that the said parties hereto shall observe and perform every matter and thing by this agreement and by the said terms, conditions and provisions required to be performed, and shall not do anything in contravention of this agreement, or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same. Any failure to observe the conditions, stipulations, and provisions contained herein shall be deemed to be a breach of this industrial agreement.

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SCHEDULE

*Application of Agreement*

1. This agreement shall apply to electrical inspectors employed by the Timaru City Council.

*Hours of Work*

2. (a) The normal hours of work shall not exceed thirty-seven and a half hours per week of which seven and a half hours shall be worked on each of five days of the week, Monday to Friday, both days inclusive, and between the hours of 8 a.m. and 5.30 p.m.

(b) Intervals not exceeding ten minutes shall be allowed for morning and afternoon tea.

(c) The hours of work shall be continuous except for a meal break of not more than one hour.

*Salaries*

3. The following scales of salary shall apply:

(a) Position—	Scale
Chief inspectors	£760 – £780 – £800
Other inspectors	£700 – £720 – £740

(b) The steps in the scales are annual increments payable on the 1st day of April each year except that an employee appointed after the 1st day of March 1958 shall be paid the appropriate annual increments on the anniversaries of his appointment.

*Increase in Rates of Remuneration*

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

(EXPLANATORY NOTE—The general order of 26 October 1956 increased rates of remuneration determined by awards and 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, 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 twenty-one 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, commission, and any other emolument whether in one sum or several sums; and also includes travelling expenses.)

*Payment of Wages*

5. (a) Wages shall be paid at not longer than fortnightly intervals, not later than Thursday, and during working hours.

(b) The employer may make a rateable deduction from the wages of any worker for time lost through sickness, accident, default, or voluntary absence without the consent of the employer.

*Meal Allowance*

6. Any worker called upon to work later than 6 p.m. on any day of the week or required to continue working after 1 p.m. on Saturday or Sunday shall be paid 4s. 6d. meal allowance if the worker cannot reasonably journey to and from his home for a meal in the time allowed. The provisions of clause 4 shall not apply to the rate fixed by this clause.

*Travelling Allowance and Expenses*

7. (a) Out-of-pocket expenses reasonably incurred by any worker in the execution of his duties shall be paid by the employer. All claims for such expenses shall be rendered and settled not less often than monthly, and such claims shall give particulars of travelling done and expenses incurred in the discharge of the worker's duties.

(b) Where a worker is required to use his bicycle in the course of his employment he shall be paid an allowance of not less than 5s. per week.

(c) Officers who provide their own motor-cars or motor-cycles approved by and at the request of the employer for carrying out their official duties, shall be paid a sum as may be mutually agreed upon between the employer and the officer concerned.

### *Holidays*

8. (a) The following shall be paid holidays and shall not be considered as part of the annual leave: 1 January, 2 January, Good Friday, Easter Monday and the day following, Anzac Day, the birthday of the reigning Sovereign, Dominion Day, Labour Day, Christmas Day, Boxing Day, and any other day granted by the employer.

(b) Should any of the holidays, except Anzac Day set out in subclause (a) of this clause, fall on a Saturday or Sunday, such holidays shall be observed on the next following working day or days.

(c) Workers who are employed on any of the days set out in subclause (a) of this clause shall be paid at the rate of double time in addition to the weekly wages: Provided that in lieu of such payment the employer may, where mutually agreed on, with the consent of the union, grant one day off for each such day worked such day to be taken at a time mutually arranged or added to the annual holiday.

(d) Annual holidays shall be allowed in accordance with the Annual Holidays Act 1944 and its amendments: Provided that after ten years' continuous service with the employer an officer shall be granted three weeks' annual leave.

(e) Except as otherwise agreed, at least one month's notice of commencement of annual leave shall be given by the employer to the workers, and workers shall be paid for the annual holiday on or before its commencement.

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

### *Sick Leave*

9. (a) Subject to the following provisions each employee shall be entitled to ten working days sick leave on full pay for each completed year of service:

(i) A medical certificate signed by an approved medical officer shall, if required, be produced where sick leave is taken.

(ii) The employer shall have the right to deduct the number of days of sick leave already taken by the officer from the total number the officer is entitled to by calculation in order to determine the number of days due to him in the event of his falling sick.

(iii) In any case either party may refer a claim for sick leave to a disputes committee.

(b) The employer may grant leave of absence on full pay where, in its opinion, an employee is incapacitated by injury arising out of and in the course of his or her employment. Such leave shall be in addition to the sick leave mentioned in subclause (a) of this clause.

### *Terms of Employment*

10. One month's notice of resignation or dismissal shall be given by the employee or the employers, but this shall not prevent the employer from summarily dismissing any worker for wilful misconduct or other just cause.

### *References*

11. (a) Each worker on leaving or being discharged from his or her employment shall, on request, be furnished within twenty-four hours thereafter with a statement in writing signed by the Town Clerk or executive officer controlling the particular department setting out the position held and the length of service.

(b) Original references shall be the property of the worker or applicant, and shall on request be returned within forty-eight hours after engagement or rejection of application.

*Right of Entry*

12. (a) The secretary or other authorised representative of the union shall, with the consent of the employer (such consent not to be unreasonably withheld), be entitled to enter the office or works at all reasonable times to interview any worker, but not so as to interfere unreasonably with the employer's business.

(b) The employer shall, upon written request by the union, supply a list of employees covered by this agreement.

*Matters not Provided for and Appeals*

13. The essence of this award 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 provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of three representatives of each side, 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. Either side shall have the right to 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. All disputes shall be considered by the committee within one month from the date of notification by the union to the committee.

*Workers to be Members of Union*

14. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

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

(NOTE—Attention is drawn to section 174 (3) 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 come into force on the 5th day of March 1958 and shall continue in force until the 30th day of June 1959.

The common seal of the Timaru City Council was affixed hereto in the presence of:

[L.S.]

R. E. WHITE, Mayor.  
J. A. GOODWIN, Town Clerk.

The common seal of the N.Z. Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers was affixed hereto in the presence of:

[L.S.]

C. KENNEDY, President.  
R. JONES, Secretary-Treasurer.