

CHRISTCHURCH CITY COUNCIL **SHIFT ENGINEERS**—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 20th day of June 1962, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (hereinafter called "the union") of the one part, and the Christchurch City Council (hereinafter called "the employer"): 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.

SCHEDULE

Hours of Work

1. (a) The maximum number of hours (exclusive of overtime) to be worked in any week by any worker bound by this agreement shall be 40.
- (b) The length and starting and finishing times of each shift shall be mutually agreed upon between the shift engineer and the representative of the employer.
- (c) Whenever the requirements of the work allow, shifts shall rotate weekly.
- (d) A worker shall be allowed a period of not less than eight hours off between two working shifts.

Shift Allowance

2. A shift allowance of 4s. per shift shall be paid on shifts where at least four hours of the shifts are outside the period from 8 a.m. to 5 p.m.

Overtime

3. All the time worked outside or in excess of ordinary shift hours shall be paid for at the rate of time and a half for the first two hours and double time thereafter. Overtime shall be calculated on a daily basis.

Saturday, Sunday and Holiday Work

4. (a) The provisions of the Factories Act 1946, shall apply to all time worked between 12 noon on Saturday and 12 midnight on Sunday and on the following

holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Show Day and 2 January.

(b) When a statutory holiday, with the exception of Anzac Day, falls on a worker's time off, a day shall be granted in lieu thereof or alternatively, a day's pay at ordinary rates, dependent on the contingencies of the services.

Wages

5. (a) The minimum rate of wages for shift engineers shall be £886 per annum.

(b) The minimum rate of wages for substation attendants shall be £829 16s. 8d. per annum. When a substation attendant is engaged upon substation inspection work not involving overtime or penal rates, the rate of pay shall be £16 19s. 2d. per week.

(c) Wages shall be paid weekly and in the employer's time.

(d) An allowance of 4s. per week after two year's service with the council and increasing to 5s. after five years, shall be payable to all employees covered by this agreement.

Annual Leave

6. (a) Three weeks annual leave on full pay shall be granted each year after one complete year of service.

(b) All workers shall receive proportionate holiday allowance if and when their employment is terminated.

(c) Annual leave shall be mutually arranged as near to the Christmas holidays as possible.

(d) Holiday payment shall be computed on the average complete weekly earnings for the preceding year.

Termination of Employment

7. Except in the case of dismissal for misconduct, one month's notice shall be given on either side.

Conveniences for Washing and Dressing

8. Reasonable provision shall be made for washing and dressing, with separate lockers and facilities for obtaining hot water. The above facilities shall be in accordance with the Factories Act and its amendments.

Accidents

9. A modern first-aid emergency case, fully equipped, shall be kept in a convenient and accessible place in or near the control room.

Dirty Work

10. (a) When shift engineers are on dirty work, overalls shall be provided for such work. Dirty work means work done at the back end of the boilers or in combustion chambers, or overhaul work on diesel engines.

(b) Employees shall be provided with one set of overalls, these to be replaced when necessary. M.E.D. substation attendants required to work outside shall be granted a wet weather clothing allowance at the rate of £8 per annum.

(c) Waterworks employees required to work outside in wet weather shall be provided with suitable clothing.

Matters Not Provided For

11. Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall

be referred to the local Conciliation Commissioner, 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 notice in writing of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Unqualified Preference

12. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement, shall, if he is not already a member of a union of workers bound by this agreement, become a financial member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to sub-clause (a) hereof, every adult person so engaged or employed shall remain a financial member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under sub-clause (a) hereof to become a financial member of a union who fails to become a financial member, as required by that sub-clause after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a financial member of a union in accordance with sub-clause (b) hereof, commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom sub-clause (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a financial member of the union and has failed to do so, or that the worker having become a financial member of the union has failed to remain a financial member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

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

Scope of Award

13. This agreement shall apply only to the parties named herein.

Term of Award

14. This agreement, insofar as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on 12 October 1961, and so far as all other provisions of the agreement are concerned, it shall come into force on 20 June 1962, and shall continue in force until the 11th day of October 1963.

In witness whereof the parties have executed these presents:

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

GEO. MANNING, Mayor.
C. S. BOWIE, Town Clerk.

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

P. GARDINER, President.
G. W. SCOTT, Secretary.