
CHRISTCHURCH CITY COUNCIL **TRAFFIC OFFICERS**—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, and its amendments, this 19th day of September 1962, 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

Application of Agreement

1. This agreement shall apply to all officers of the council employed as traffic officers below the position of chief patrol officer.

Hours of Work

2. (a) The normal working hours of traffic officers shall be 40 per week of not more than eight hours per day, Monday to Friday inclusive, provided that in order to complete 40 hours per week, traffic officers may be employed for 10 hours on the day

of the week on which late shopping night occurs, without being paid overtime as provided in clause 6, and provided that time worked on the late shopping night in excess of eight hours shall be adjusted at the beginning or end of shifts of the other days of that week.

(b) One hour shall be allowed for each meal and no officer shall be required to work more than five consecutive hours without a meal interval.

(c) Ten hours shall elapse between signing off on one shift and signing on the next shift unless in an emergency or by mutual agreement.

(d) On Saturdays, traffic officers may be required to work beyond midnight but on completion no additional work shall be required of an officer on that Sunday.

(e) Whenever possible, three days' notice shall be given of the daily, week-end and public holidays rosters.

Conditions of Service

3. (a) Appointment of traffic officers shall be subject to a probationary period not exceeding six months with the council having the right to extend the probationary period for a further period of six months where necessary. At the expiry of the probationary period the officer shall be required to pass a satisfactory departmental examination before being placed on the council's permanent staff.

(b) Where any position becomes vacant or is created, applications to fill same shall, in the first instance, be invited from officers of the council's permanent traffic staff and full consideration shall be given to merit, ability, qualifications, seniority and length of service of such applicants.

Notwithstanding the foregoing, council's decision in all cases shall be final.

(c) *Service*—For the purpose of this clause, "service" shall mean continuous service as a traffic officer or traffic cadet with the Christchurch City Council.

(d) The employment of permanent officers shall be monthly and the employment of probationers shall be weekly unless in each case agreement is made under seal on a different basis, and one month's notice in the case of a permanent officer and one week's notice in the case of a probationer, 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 shall be liable to instant dismissal.

(e) Any officer who is dismissed or otherwise subjected to disciplinary action and who considers that such dismissal or disciplinary action should be appealed against on any ground whatsoever, whether such appeal is a dispute within the meaning of clause 16 hereof or otherwise, shall give the council written notice of desire to appeal within 14 days of receiving written advice of the action taken against him.

(f) Officers shall be paid fortnightly, not later than Thursday.

(g) 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.

(h) Officers receiving salaries in excess of that provided by this agreement shall not have their salaries reduced by reason of the coming into operation of this agreement.

Complaints

4. (a) Any charge laid against an officer by a member of the public or other member of the staff shall be made in writing by the complainant within 168 hours after the subject matter came to the complainant's knowledge, and the officer concerned shall be notified thereof within 24 hours of its receipt. He shall be entitled to make a copy of such complaint before being called upon to answer the charge.

(b) An officer shall be entitled to be present and may call evidence when an inquiry is held by any senior officer, a committee or the council. If the complaint is made by another employee, such other officer shall also be required to be present.

(c) The officer may be represented by the secretary of the union.

Remuneration and Salaries

5. (a) The increments shown in the various sections shall be considered as annual increments and shall be paid according to years of service in each particular section; provided that, notwithstanding the foregoing, the council shall give consideration to the comparable experience of any new appointee, even though this experience may not have been with another local body, and shall grade the appointee accordingly where any of the following sections provide scales.

(b) All increases in salary shall be paid after 12 months' service with the council dating from the commencement of such service provided that after two years service with the Christchurch City Council an officer may sit a departmental examination as may be agreed upon by the traffic committee and on passing, the officer's anniversary date shall be advanced by 12 months.

(c) Subject to the provisions of clause 8, when an officer is required to supervise other officers he shall be classified as a senior patrol officer and shall receive the salary provided as from the date of commencing such duties.

(d) The minimum annual salaries shall be as follows:

	First Schedule Per Annum £	Second Schedule Per Annum £
Senior Patrol Officer—		
First year	1,105	1,135
Second year	1,128	1,158
Third year and thereafter	1,150	1,180
Schools' Inspector and Publicity Officer—		
First year	908	
Second year	955	
Third year	995	
Fourth year	1,040	
Fifth year and thereafter	1,085	
Traffic Officers—		
First year	753	
Second year	798	
Third year	874	
Fourth year	908	
Fifth year	955	
Sixth year and thereafter	995	
Traffic Cadets (for Office Duty)—		
Eighteen years of age	440	
Eighteen years of age with School Certificate	505	
Nineteen years of age	505	
Nineteen years of age with School Certificate	570	
Twenty years of age	570	
Twenty years of age with School Certificate	635	(maximum until appointment as traffic officer.)

(e) An officer appointed to duties covered by a salary scale other than the six-year scale for traffic officers shall, if on appointment, such scale commences at a lower figure, be appointed to the new scale at the first step which provides an increase on

his existing salary and thereafter shall be advanced by annual increments to the top of the new scale. The annual increments shall become due on the date of the anniversary of the officer's appointment to the new position.

(f) Where officers are required to work between 9.30 p.m. and 7.30 a.m., a shift allowance of 3s. per shift shall be paid. Shift hours which may be broken only by meal intervals shall be continuous.

(g) In addition to the applicable salary, any traffic officer may be granted at the discretion of the council, on the recommendation of the traffic superintendent, additional remuneration up to £50 per annum as a merit grading.

(h) A footwear allowance of £2 10s. per annum shall be paid to officers employed 50 per cent or more of time on foot patrol but the allowance shall not apply to officers receiving issue footwear.

Overtime

6. (a) All time worked in excess of 40 hours in any one week, or eight hours in any one shift, except as provided in clause 2 (a), shall be paid for at the rate of time and a half for the first two hours and double time thereafter, except that work done on Saturdays and Sundays shall be paid for according to sub-clause (b) of this clause.

(b) All time worked on Saturdays and public holidays, with the exception of Good Friday, Christmas Day and Anzac Day, shall be paid for at time and a half rates and all time worked on Sundays, Good Friday, Christmas Day and Anzac Day shall be paid for at double time rates; such penal payments to be additional to the normal weekly remuneration. During these days a minimum of two hours shall be granted for each consecutive period worked other than in the case of a break in duties caused by a meal interval.

(c) All overtime shall be paid on the next following pay-day.

(d) No overtime shall be worked without the authority of the traffic superintendent and shall rotate on a fair and even basis.

Holidays and Annual Leave

7. (a) After 12 months' continuous service, traffic officers shall be entitled to three weeks' annual leave.

(b) At least two weeks' notice of the commencement of his annual leave shall be given by the council to the officer concerned.

(c) Upon termination of service, any officer not completing the full qualifying period in any year of service shall be granted pay in lieu of holidays in the same proportion according to the length of service.

(d) Traffic officers shall be entitled to the following public or statutory holidays: Christmas Day, Boxing Day and the day following, New Year's Day and the day following, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Show Day, but any officer required to work on any of such days shall be paid in accordance with the provisions of clause 6 (b), or time equivalent to such additional payment shall be added to the annual leave by mutual agreement.

Officers Performing Higher-grade Duties

8. 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 four weeks continuously, be paid from the date upon which he commenced the higher grade duty at a rate not less than the minimum salary for the higher position.

Uniforms

	<i>Mounted</i>	<i>Foot Patrol</i>
9. (a) Tunics	Initial issue 12 months thereafter 15 months	Initial issue 1 tunic and on confirmation of appointment 1 further tunic. Thereafter 1 tunic each 15 months from date of last issue.
Trousers	1 pair every 15 months..	Initial issue 2 pairs and on confirmation of appointment 1 extra pair of trousers. Thereafter 2 pairs every 15 months from date of last issue.
Breeches	Initial issue of 2 pairs thereafter 1 pair every 12 months	One pair every 3 years in lieu of 1 pair blues.
Ties (loop type)	2 per year	2 per year.
Caps	As required	1 per year.
Greatcoats	2 years	3 years.
Waterproof coats	3 years or at discretion of traffic superintendent	3 years.
Boots	Yearly or at discretion of traffic superintendent	3 years.
Shirts	4 each year	4 each year.
Waterproof leggings	} As required	} As required.
Leather leggings		
Gloves or mitts		
Safety helmets		

(b) Uniforms and equipment shall be provided at the expense of the council, shall be kept in reasonable condition by the officer, fair wear and tear to be determined by the traffic superintendent, and shall remain the property of the council.

Transport

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

(b) A bicycle allowance at a scale ranging from £5 to £7 per year shall be paid to those officers who undertake their official duties by this means.

Payment of Penalty Rates

11. In no case under this agreement shall more than one penalty payment be made in respect to the same work but in each such case the higher of the applicable penalty rates shall be paid.

Expenses

12. All authorised out-of-pocket expenses incurred by an officer in the execution of his duties shall be paid by the council, and any officer who is required to work over a shift covering two meal periods shall be paid a 5s. meal allowance; this not to apply to late shopping nights.

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 capability, his past earnings, and such other circumstances as 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 manner prescribed by this clause. 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 such inspector or other person shall think fit.

(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 a worker pursuant hereto.

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

Unqualified Preference Clause

14. (a) Any adult person engaged or employed in any position of employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of the union of workers bound by this agreement, become a 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 member of the 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 member of a union who fails to become a 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 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 an officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so or that the worker having become a member of the union has failed to remain a member.

(e) For the purpose of this clause "adult person" means a person of the age of 18 years of age 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.

Right of Entry Upon Premises

15. The secretary or other authorised officer of the union shall be entitled to enter at all reasonable times upon the premises or offices of the council for the purpose of interviewing any employee in connection with the operation of this agreement but not so as to interfere unreasonably with the council's business.

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 difference or dispute as to the decision of the council 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 council 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 14 days after such decision has been made known to the party desirous of appealing.

Term of Agreement

17. The salaries for senior patrol officers as set out in clause 5 (d) First Schedule, shall be deemed to have come into force on the 1st day of May 1962, and in so far as the Second Schedule is concerned and all other salaries they shall be deemed to have come into force on 26 July 1962. In so far as all other conditions are concerned the agreement shall come into force on the day of the date hereof and shall continue in force for a period of two years as from that date.

In witness whereof the parties have executed these presents:

The common seal of the Mayor, Councillors and Citizens of the City of Christchurch was hereto affixed this 3rd day of October 1962, in the presence of—

[L.S.]

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

The common seal of the Canterbury Local Bodies' Officers' (Other than Clerical) Industrial Union of Workers was hereto affixed this 3rd day of October 1962, in the presence of—

[L.S.]

WM. LORIMER, President.
J. SHANKLAND, JNR., Secretary.