
CHRISTCHURCH DRAINAGE BOARD OFFICIALS—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments, this 17th day of September 1963 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, records draughtsmen, clerks of works, foremen, cadet records draughtsmen 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 35 per week, consisting of seven hours in each five days, to be worked between the hours of 8 a.m. and 4 p.m. or 9 a.m. to 5 p.m. at the discretion of the board 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 and foremen shall observe the clock hours of the men over whom they exercise control, but not so as to exceed 40 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 appointed to positions specially classified shall be paid not less than the amount set against such classification, provided however that the board may at its discretion make new appointments to any of the classified positions of foremen under clause 5 (c) or (d) at initial salaries up to 10 per cent less than the amount set against such classification for a period not exceeding six months or under special circumstances for a period not exceeding 12 months.

(d) 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.

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

(f) 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 48 hours after the subject-matter thereof came to the complainant's knowledge, and the officer concerned shall be notified thereof within 12 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 12 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 in terms of clause 93 of the Drainage and Plumbing Regulations 1959 to supervise and inspect plumbing and drainage installations and repairs.

Inspectors—	Per Annum		
	£	s.	d.
First year	935	1	2
Second year	977	1	8
Third year	1,008	12	0
Fourth year and thereafter	1,050	12	6
Senior inspector	1,101	0	0

Inspectors holding the certificate of the Royal Sanitary Institute or Royal Society of Health or Advanced Trade Certificate in Plumbing shall be paid £30 per annum in addition to the appropriate rate in the above scale.

(c) Maintenance and construction foreman	Per Annum		
	£	s.	d.
*Clerks of works	966	12	6
Foreman flusher	1,011	1	10
Foreman open drains	1,011	1	10
Foreman rivers	1,011	1	10

*Members of the Clerks of Works Institute by examination shall be entitled on the recommendation of the board's engineer to an additional £30 per annum upon supplying proof of qualification.

(d) Mechanical Engineer's Department—	Per Annum		
	£	s.	d.
Workshop foreman	1,094	15	0
Assistant workshop foreman	964	0	0
Storeman	950	7	9
Assistant Storeman	824	6	0

(e) Record draughtsmen cadets—	Per Annum		
	£	s.	d.
First year	335	0	0
Second year	385	0	0
Third year	440	0	0
Fourth year	505	0	0
Fifth year	570	0	0

Thereafter the employee shall be moved into one of the following grades for draughtsmen at the discretion of the board.

	Per Annum		
	£		
Grade III	820-870		
Grade II	870-975		
Grade I	975-1,082		

Advancement within the above grades and from one grade to another shall be at the discretion of the board on the recommendation of the engineer.

Holidays and Annual Leave

6. (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 12 months' continuous service with the board shall be entitled to an annual leave of two consecutive working weeks provided that officers who have had 10 or more years consecutive service, or who are in receipt of more than £935 1s. 2d. 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

7. (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 £9 per annum shall be paid to those officers who undertake their official duties by this means.

Clothing

8. (a) Drainage and plumbing inspectors shall be supplied by the board with motoring overalls, denim 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

9. All authorised out-of-pocket expenses incurred by any employee in the execution of his duties shall be paid for by the board.

Meal Allowance

10. 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 5s. meal allowance.

Officers Performing Higher-grade Duties

11. 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

12. 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 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.

Unqualified Preference

13. (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 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 subclause (a) hereof, every adult person so engaged or employed shall remain a 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 subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, 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 subclause (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 subclauses (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 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 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.

Matters Not Provided For, and Appeals

14. 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 and two representatives of the employers, 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 14 days after such decision has been made known to the party desirous of appealing.

Term of Agreement

15. This agreement shall come into force on the 17th day of September 1963, and shall continue in force until the 31st day of July 1964.

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

FRED. R. PRICE, Chairman.
T. A. TUCKER, 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.]

W. LORIMER, President.
B. ALDERDICE, Secretary.