
TIMARU CITY COUNCIL ELECTRICAL INSPECTORS—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 14th day of September 1964, 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.

SCHEDULE

Clause 1—Application of Agreement

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

Clause 2—Hours of Work

(a) The normal hours of work shall not exceed $37\frac{1}{2}$ hours per week of which seven and 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 10 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.

Clause 3—Overtime

(a) When overtime is required to be worked at the request of the Chief Executive Officer reasonable notice shall be given to the worker, and wherever possible the period of notice of overtime shall not be less than five hours.

(b) All time worked in excess or outside of the hours specified in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(c) Time worked on Sundays or after noon on Saturdays shall be paid for at double rates.

(d) Overtime provisions shall apply to all inspectors covered by this agreement except that overtime will be paid only up to a maximum of £90 per annum.

Clause 4—Salaries

The following scales of salary shall apply—

(a) Position:	First Year £	Second Year £	Third Year £
Chief Electrical Inspector	1275	1305	1350
Other Electrical Inspectors	1170	1190	1215

(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.

Clause 5—Payment of Wages

(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.

Clause 6—Meal Allowance

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 5s. 6d. meal allowance if the worker cannot reasonably journey to and from his home for a meal in the time allowed.

Clause 7—Travelling Allowance and Expenses

(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.

Clause 8—Holidays

(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 holidays.

(d) Annual holidays shall be allowed in accordance with the Annual Holidays Act 1944, and its amendments: Provided, however, that any employee who has completed 10 years' continuous service with the council or whose service with the council together with similar service with another local authority or Government department amounts to 10 years' continuous service shall for the tenth and each subsequent year of continuous service be allowed 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.

Clause 9—Sick Leave

(a) Subject to the following provisions each employee shall be entitled to 10 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 an 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.

Clause 10—Terms of Employment

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.

Clause 11—References

(a) Each worker on leaving or being discharged from his or her employment shall, on request, be furnished within 24 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 48 hours after engagement or rejection of application.

Clause 12—Right of Entry

(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.

Clause 13—Matters Not Provided For and Appeals

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 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, and not dealt with in this agreement, 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 14 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.

Clause 14—Unqualified Preference

(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 subclause (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 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.

Clause 15—Term of Agreement

This agreement in so far as the provisions relating to salaries are concerned, shall be deemed to have come into force on the first day of the pay period commencing on or after the 1st day of July 1964, and so far as all other provisions of this agreement are concerned, it shall come into force on the day of the date hereof and this agreement shall continue in force until the 30th day of June 1966.

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

[L.S.]

C. E. THOMSON, Mayor.
J. A. GOODWIN, Town Clerk.

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

[L.S.]

P. GARDENER, President.
G. W. SCOTT, Secretary-Treasurer.
