

CHRISTCHURCH CITY COUNCIL OFFICERS (OTHER THAN CLERICAL)—
INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 16th day of August 1965, 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 under the following classifications: waterworks inspectors, city health inspectors, building inspectors, by-laws inspectors, wellsinkers, dangerous goods inspectors, airport overseers, assistant foremen, foremen, cadets, architectural and survey assistants, town planning assistants, field assistants, engineering assistants, draughtsmen, registered surveyors, junior architects, clerk of works, electrical inspectors, estimator M.E.D., test technicians, test assistants M.E.D., Robert McDougall Art Gallery custodians, greenkeeper Rawhiti Domain, housing survey officers, hydatids control officers and any other officers in the employ of the council not covered by an award or industrial agreement whose salary does not exceed £1,356 per annum at the date of the agreement.

Definitions

2. (a) "City health inspector" means and includes any person who is qualified to carry out the duties of a health inspector in terms of section 28 of the Health Act 1956.

(b) "Electrical inspector" means an officer engaged in the inspecting and testing consumers' installations as comes within the scope of the Electrical Supply and Wiring Regulations 1935.

(c) "Estimator" means an officer who estimates costs of all classes of electrical installations as normally carried out by the wiring department of the M.E.D.

(d) "Test technician" means an officer of the M.E.D.'s testing staff engaged under the instructions of the test engineer or his deputy in the higher grade of testing work carried out by an electrical supply authority.

(e) "Test assistant" means an officer of the M.E.D.'s testing staff engaged under the instructions of the test engineer or his deputy in the routine testing work carried out by an electrical supply authority.

Hours of Work

3. (a) Except as hereinafter provided in sub-clause (b) and (c), 37½ hours shall constitute a week's work, to be worked on Monday to Friday, both days inclusive; but the council may require officers to work up to 80 hours per fortnight when an occasion demands.

(b) The normal hours of overseers, foremen, assistant foremen and supervisors shall be the same as those of the men over whom they exercise control, and for the well-sinker the normal hours shall be 40 per week.

(c) Notwithstanding anything to the contrary, the ordinary hours of custodians at the Robert McDougall Art Gallery shall not exceed 40 per week; provided they shall have one full day off each week and that, when conditions permit, the female custodian shall have alternate Saturdays off throughout the year and the male custodian alternate Saturdays off during the summer months.

Conditions of Service

4. (a) For the purpose of this agreement "service" shall mean service with the Christchurch City Council or similar experience with another local body.

(b) Appointments shall be made with a probationary period not exceeding three months. At the expiration of the probationary period the officer shall either be appointed or discharged at the discretion of the council, and the union shall be so notified.

(c) Vacant positions shall be filled, where practicable, by promotion of employees already on the staff and the appointment of juniors, and where any position is created or a vacancy occurs in the staff, with or without extra remuneration, applications to fill same shall first be called from members of the permanent staff of all departments to ascertain whether, in the opinion of the council, there is any person available in the council's service suitable for the appointment.

(d) When applications for appointments are called for by way of public advertisement, any employees of the council may apply for promotion or transfer to the appointment advertised, and full consideration shall be given to merit, ability, qualification, seniority and length of service, but the council's decision shall be final.

(e) 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 case the officer shall be liable to instant dismissal.

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

(g) Officers appointed to positions specially classed shall be paid not less than the amount set against such classification.

(h) 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.

(i) 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.

(j) Notwithstanding anything contained in this agreement the employer shall have the right to alter the title, designation, or duties of any position, to abolish any position provided for in this agreement, to create new positions and generally to re-organise its undertaking, provided that no worker covered by the agreement shall have his salary reduced as a result of such operations being effect to by the employer but before taking action the council will give consideration to any views which the union may wish to express.

Complaints

5. (a) In the event of any charge being laid against an officer by a member of the public or other member of the staff such charge shall be made in writing within one calendar month after the subject matter thereof came to the complainant's knowledge, and the officer concerned and the union shall be notified thereof within 24 hours of receipt of same.

(b) The council shall supply copies of such complaint to the officer concerned and the union within 96 hours of receipt of same.

(c) The officer shall be entitled to answer such charge and both the officer and the union shall be given at least 96 hours notice of the time and place of the hearing of the charge. The officer shall be entitled to be present and may call evidence when an inquiry is held by any senior officer or committee of the council. If the complaint is made by another employee the complainant shall also be required to be present.

(d) The officer against whom any complaint has been made shall be entitled to be represented by the secretary of the union in any proceedings.

(e) The above time limits may be suspended where it is agreed between the union and the council that it is expedient that they should be so suspended, except as to the period of notice allowed before the officer is called upon to answer the charge.

(f) The council shall have regard to any lapse of time in cases where the time limits are not observed more especially if such time lapse is raised in the officer's defence.

Remuneration and Salaries

6. 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.

All increases in salary shall be paid after 12 months service with the council dating from the commencement of such service.

(a) <i>City Health Inspectors</i> —	Per Annum £
Senior inspector .. .. .	.. 1,300
Inspectors—	
First year .. .. .	.. 1,100
Second year .. .. .	.. 1,150
Third year .. .. .	.. 1,200
Fourth year and thereafter .. .. .	.. 1,250

Holders of a recognised certificate in sanitary science, the Meat and Other Foods Inspectors Certificate, or the Diploma of The Public Health Engineering shall be entitled to an additional £30 per annum, upon supplying proof of qualifications.

(b) *Dog Ranger and Noxious Weeds Inspector*—The salary of the council's dog ranger and noxious weeds inspector shall be £1,036 per annum.

(c) *Building Inspectors and Overseers, Dangerous Goods Inspector and Clerks of Works—*

	Per Annum £
Chief building inspector	1,400
Assistant chief building inspector	1,350
Building inspectors—	
First year	1,100
Second year	1,150
Third year	1,200
Fourth year and thereafter	1,250

Clerk of works and the dangerous goods inspector shall be paid according to the scale for building inspectors.

Members of the Clerk of Works Institute by examination shall be entitled to an additional increment of £30 per annum upon supplying proof of qualification.

The senior clerk of works (1) scale shall be—

	Per Annum £
First year	1,300
Second year and thereafter	1,350

(d) *Electrical Inspectors – Test Technicians and Test Assistants—*

(1) Chief electrical inspector	1,400
(2) Assistant chief electrical inspector	1,350
(3) Estimator, three senior inspectors and the two resident Summer inspectors	1,300
(4) Electrical inspectors—	
First year	1,100
Second year	1,150
Third year	1,200
Fourth year and thereafter	1,250
(5) Test technicians—	
First year	1,250
Second year and thereafter	1,300
Test assistants—	
First year	1,100
Second year	1,150
Third year and thereafter	1,200
Senior test technicians (2)	1,350

Holders of the Advanced Trade Certificate issued by the Trade Certification Board shall be entitled to an additional increment of £30 per annum over and above the salary to which they are entitled under this sub-clause upon supplying proof of qualification.

	Per Annum £
(e) <i>Baths Supervisor</i>	1,300 and free house
(f) <i>Robert McDougall Art Gallery—</i>	
Custodian	967
Lady custodian	660

(g) *Foremen and Assistant Foremen of the Works and Waterworks Departments, Airport and M.E.D. and the Buildings Overseer Works Department—*

(1) *Assistant Foremen*—The rates to be £1,115 per annum rising in two annual increments to £1,172 per annum.

(2) *Foremen and Works Department Buildings Overseer—*

Grade II	£1,250, £1,288, £1,328.
Grade I	£1,328, £1,359, £1,390.

Advancement to a higher step (2) of this sub-clause to be at the council's discretion and promotion to be only after a favourable recommendation has been received.

(h) <i>Foremen – Reserves Department and Halswell Quarries—</i>	Per Annum £
Indoor and propagator foremen Botanic Gardens ..	1,133
Reserves overseer	1,160
	and free house
Linwood nursery	1,112
Halswell quarries	1,156
Greenkeeper, Rawhiti Domain	1,032–1,099
	and free house
Park custodian, Queen Elizabeth Park	1,015

(i) *Waterworks Inspectors—*

Inspectors—	Per Annum £
First year	1,081
Second year	1,120
Third year	1,174
Fourth year and thereafter	1,190
Assistant chief inspector	1,232
Chief inspector	1,267
Waterworks patrolmen	1,060

(j) *Cadets (Engineering, Architectural, Survey), Town Planning Assistants, Draughting Cadets and Junior Draughtsmen—*

	Per Annum £
First year	375
Second year	435
Third year	495
Fourth year	565
Fifth year	640
Sixth year	710
Seventh year	775
Eighth year	835
Ninth year	885
Tenth year	960
Eleventh year and thereafter	1,005

Provided that an employee of the age of 21 years or upwards shall receive not less than the "minimum" wage for the time being prevailing.

Provided also that a cadet of the age of not less than 19 years shall be considered a second year employee and paid accordingly.

Provided also that a cadet having obtained the School Certificate shall commence at the rate provided for the third year, and a youth having passed the University Entrance Examination shall commence at the rate payable for the fourth year.

After three years of actual service, a draughting cadet will be referred to as a junior draughtsman.

In the case of female draughtswomen, advancement shall be by automatic annual increments up to the eighth year step of the scale. Advancement beyond the eighth year step may be made only if a recommendation is received from the head of the department.

(k) *Draughtsmen, Architectural Assistants and Unqualified Town Planning Assistants*—At the discretion of the council these officers shall be appointed according to one of the following grades and thereafter advanced through the various grades by annual increments.

						Per Annum £
Grade IV ..	..	..	..	..	..	1,100
Grade III ..	..	..	..	..	..	1,150
Grade II ..	..	..	..	..	..	1,200
Grade I ..	..	..	..	..	..	1,250

A senior grade of £1,300–£1,350–£1,400 shall be available for draughtsmen, architectural assistants, and unqualified town planning assistants at the discretion of the council who by experience or ability have been recommended by the head of department beyond Grade I.

(l) *Registered Surveyors, Qualified Town Planning Assistants and Qualified Quantity Surveyors*—

						Per Annum £
First year ..	..	..	..	..	..	1,100
Second year ..	..	..	..	..	..	1,150
Third year ..	..	..	..	..	..	1,200
Fourth year ..	..	..	..	..	..	1,250
Fifth year ..	..	..	..	..	..	1,300
Sixth year ..	..	..	..	..	..	1,350
Seventh year ..	..	..	..	..	..	1,400
Eighth year ..	..	..	..	..	..	1,455
Ninth year ..	..	..	..	..	..	1,500
Tenth year and thereafter ..	..	..	..	..	..	1,605

(m) *Field Assistants and Junior Field Assistants*—

						Per Annum £
Junior field assistants—						
First year ..	..	..	..	..	..	375
Second year ..	..	..	..	..	..	435
Third year ..	..	..	..	..	..	495
Fourth year ..	..	..	..	..	..	565
Fifth year ..	..	..	..	..	..	640
Field assistants—						
Sixth year ..	..	..	..	..	..	710
Seventh year ..	..	..	..	..	..	775
Eighth year ..	..	..	..	..	..	835
Ninth year ..	..	..	..	..	..	885
Tenth year ..	..	..	..	..	..	960
Eleventh year ..	..	..	..	..	..	1,005

The actual point of entry into this scale shall depend upon experience and qualifications.

Minimum commencing salary for an appointee with School Certificate £495 per annum and with University Entrance £565 per annum.

(n) *Engineering Assistants*—On appointment the following scale shall apply, advancement to be by annual increments:

						Per Annum £
Grade IV ..	..	..	..	..	..	1,100
Grade III ..	..	..	..	..	..	1,150
Grade II ..	..	..	..	..	..	1,200
Grade I ..	..	..	..	..	..	1,250

A Senior Grade of £1,300–£1,350–£1,400 per annum shall be available to engineering assistants at the discretion of council, who by experience or ability have been recommended by the head of department for advancement beyond Grade I.

(o) *New Zealand Certificate of Engineering and New Zealand Certificate of Draughting*—An allowance of £40 per annum shall be paid to architectural, engineering and draughting cadets and juniors, town planning and engineering assistants, junior draughtsmen and field assistants gaining the New Zealand Certificate of Engineering or the New Zealand Certificate of Draughting, and to assistants registered under the Engineering Associates Act 1961 or their equivalents.

On appointment as an engineering assistant or draughtsman in either the works or electricity departments of the council, the following minimum rates shall apply.

	Per Annum £
New Zealand Certificate of Engineering or New Zealand Certificate of Draughting or equivalent	1,150
New Zealand Certificate of Engineering (Endorsed) or New Zealand Certificate of Draughting (Endorsed) or equivalent	1,200

Advancement to the higher salaries in the senior grades set out in sub-clauses (m) and (n) shall not be dependent upon an officer holding any of the above qualifications.

	Per Annum £
(p) <i>Wellsinkers</i>	1,420
(q) <i>Hydatid Control Officers</i>	1,200
(r) <i>Housing Survey Officers</i> —	

The salary of housing survey officers shall be—

First year	1,100
Second year	1,150
Third year	1,200
Fourth year and thereafter	1,250

Holidays and Annual Leave

7. (a) The following days, subject to sub-clause (c) hereof, 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 birthday of the reigning Sovereign, Labour Day, Show Day, Christmas Day, Boxing Day and the day following.

(b) Should any of the days mentioned in sub-clause (a) hereof, except Anzac Day or Easter Saturday, fall on a Saturday or a Sunday the following (or immediate) working day shall be observed for the holiday, and subsequent holidays shall be moved forward accordingly.

(c) Robert McDougall Art Gallery staff shall be allowed only those days on which the art gallery is closed prior to this agreement coming into effect, plus any other days subsequently granted by the council.

(d) Annual leave shall be granted in accordance with the Annual Holidays Act 1944, provided however that those officers who have had five years continuous service with the council or whose rate of salary exceeds £960 per annum exclusive of allowances, shall be granted annual leave of three weeks.

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

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

Overtime

8. (a) This clause shall not apply to Robert McDougall Art Gallery staff (except in the case of sub-clause (b)) or to officers whose salary exceeds £960 per annum exclusive of allowances, with the exception of the waterworks patrolmen who will be paid for time worked in excess of 40 hours per week at overtime rates.

(b) All time worked in excess of the hours specified in clause 3 (a), (b) and (c) shall be considered as overtime and shall be paid for the first two hours at the rate of time and one half and thereafter double time, or the employee, by mutual arrangement, shall be given equivalent time off.

(c) Any officer required to be on duty on a Saturday or any public holiday or portion of a holiday as set out in clause 7 (a) shall be paid for the first two hours at the rate of time and a half, and thereafter double time, in addition to the weekly wage, or the employee by mutual arrangement, shall be given equivalent time off.

(d) Any officer required to work on a Sunday shall be paid at double rates.

(e) Not less than four working hours shall be paid for as overtime on any public holiday or Sunday excepting in the case of waterworks patrolmen whose minimum shall be two hours.

(f) No overtime for which overtime rates are payable shall be worked by any officer without the approval of the head of the department concerned.

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

(h) Any officer whose duties demand attendance at the ordinary meetings of the council and committees shall not be entitled to overtime payments for attendance at such meetings.

(i) Notwithstanding the provisions of sub-clause (a), (b) and (c) hereof, any work performed by the nursery foreman in attendance to forcing stoves, green-houses, frames or bush houses on Sundays or holidays shall be paid for at ordinary rates.

Meal Allowance

9. Any officer required to continue working after 6 p.m. and who is not afforded the opportunity to return home for a meal or who could not reasonably go home for a meal in the time allowed, shall be paid a meal allowance of 5s. 3d. per meal.

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 £6 to £10 per year shall be paid to those officers who undertake their official duties by this means. This allowance to be payable only upon certification annually by the head of the department.

(c) Departmental heads may authorise a payment on the basis of £15 per annum to officers employed under this agreement who are asked to use their private power cycles on council duty.

Uniforms

11. (a) All officers required by the council to wear uniforms when on duty shall be provided with cap, jacket and two pairs of trousers when necessary.

Waterworks inspectors be supplied with both standard and summer uniforms as required.

(b) Greatcoats, raincoats and waterproof leggings shall be supplied to all uniformed officers, overseers and foremen as required.

(c) All uniforms and clothing enumerated in the preceding sub-clause shall be provided at the expense of the council and shall remain the property of the council.

(d) Officers covered by sub-clause (d) of clause 6 who are required to be out in wet weather in the course of their duties, and who adequately provide themselves with suitable wet weather equipment shall receive a clothing allowance of £8 15s. per annum for such equipment.

(e) Pakas, gumboots etc. and white coats will be available for use by staff engaged on survey or supervision work.

Expenses

12. All authorised out-of-pocket expenses incurred by an officer in the execution of his duties shall be paid by the council.

Officers Performing Higher-grade Duties

13. Any officer who is instructed to perform the duties of a higher-grade officer (other than for the purpose of holiday relief) 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.

Under-rate Workers

14. (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 if 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 the 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

15. (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 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 required.

(b) Subject to sub-clause (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 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

16. 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

17. 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 not 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

18. This agreement shall be deemed to have come into force on the 16th August 1965 and shall continue in force for two years.

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 18th day of August 1965, in the presence of—

G. 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 18th day of August 1965, in the presence of—

R. GIBBS, President.
B. ALDERDICE, Secretary.