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CHRISTCHURCH-LYTTELTON ROAD TUNNEL CONTROL OFFICERS AND  
SUPERVISORS—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 29th day of April 1965, between the Christchurch-Lyttelton Road Tunnel Authority (hereinafter called the "authority" 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.

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SCHEDULE

*Scope of Agreement*

1. This agreement shall apply only to the tunnel control officers and tunnel control supervisors appointed as such.

*Hours of Work*

2. (a) The ordinary hours of work shall be 40 hours per week worked on five shifts of eight hours with an interval of not more than one hour for a meal break in each shift. Time worked between 7 a.m. Monday and 7 a.m. Saturday, both days inclusive, shall be paid for at ordinary rates.

(b) Where any worker works between the hours of 11 p.m. on one day and 7 a.m. on the following day, he shall be paid an extra 5s. 3½d. for each shift worked. Time worked between 7 a.m. Saturday and 7 a.m. Sunday shall be paid for at the rate of time and a half. Time worked between 7 a.m. Sunday and 7 a.m. Monday shall be paid at double time rates.

*Wages*

3. The following shall be the minimum rates of wages:

		Per Annum		
		£	s.	d.
(a) Tunnel control officers—				
First year	.. ..	977	17	0
Second year and thereafter	.. ..	1,003	17	0
Tunnel control supervisors—				
First year	.. ..	1,091	18	8
Second year and thereafter	.. ..	1,117	18	8

*Overtime*

4. (a) Subject to subclause (b) hereof, time worked in excess of eight hours per shift or five shifts per week, shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours in any one day, and double time thereafter, calculated on minimum rates of wages: Provided that double time shall be paid for all overtime worked on Sundays or holidays prescribed by clause 5 (a).

For the purposes of this agreement "a day" shall be the period of 24 hours from 7 a.m. to 7 a.m.

(b) Tunnel control staff if required to work over and above the normal hours of duty detailed in the regular departmental roster, when such time is not worked in continuation of the hours of duty laid down for any one day in such roster, but requires a call-back before the commencement or after the completion of the normal day's work, shall be paid a minimum of four hours overtime; provided however, that in the event of such call-back being cancelled within two hours of the time stated for the officer to report then he shall be paid a minimum of two hours overtime.

The minimum of four hours overtime referred to in this subclause shall be payable only in the following circumstances:

- (1) When officers are called back for duty not worked in continuation of the hours of duty laid down for any one day in such roster but requires a call-back before the commencement or after the completion of the normal day's work, and of which no advice has been given them by 5 p.m. on the day previous, that they would be required to work such overtime.

(This means that if the tunnel superintendent or his deputy gives advice to men prior to 5 p.m. before the day on which overtime is to be worked, then normal overtime is payable, and the question of a minimum of four hours does not arise.)

- (2) When officers are required to attend the Magistrate's Court for the purpose of giving evidence in traffic cases on their rostered days off or where officers would, if rostered, commence duty from and including 3 p.m. on that day they are required to give such evidence.

*Holidays and Annual Leave*

5. (a) Except as provided in subclause (d) and (e) hereof, all employees shall be entitled to the following public holidays without any deduction of pay—viz. New Year's Day and the next following day, Show Day, Anzac Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day and any other day or days which may from time to time be proclaimed as public holidays or usually observed or granted by the authority. Should any of the above public holidays, except Anzac Day, fall on a Saturday or Sunday the following working day shall be observed as a holiday. Employees on leave of absence without pay when any of the above holidays accrue shall not be entitled to payment for such holidays or for time off duty in lieu thereof.

(b) Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944, except that three weeks holiday shall be allowed instead of two weeks.

(c) At least 14 days' notice of the commencement of annual leave shall be given by the authority to the employee.

(d) Where any employee is required to be on duty or where any employee is required to attend any Court proceeding arising out of his employment on any holiday, or any portion of a holiday above prescribed, he shall in addition to his ordinary rate of salary, be paid at the rate of two hours for each hour worked with a minimum of two hours at the double rate. In lieu of being paid for such holidays or portion of the holidays at the rate above prescribed, an employee may, at the discretion of the general manager or the authority, be allowed time off duty at the rate of two hours for each hour worked, with a minimum of four hours and such time off shall be taken at a later date to be arranged by the authority or the general manager, and such time off duty shall not be deducted from the annual recreation leave. If such time off is not taken within a period of 12 months from the day it accrues, payment shall be made therefor.

(e) Members of the tunnel control staff so rostered are required to work on public holidays and shall be paid a maximum of treble time for the hours worked on such public holidays.

#### *Sick Leave*

6. (a) Any employee unable to perform his or her duties on account of sickness or accident shall, on production of a medical certificate where such absence exceeds three working days continuously be entitled to be paid for such sick leave in accordance with the employee's current basic annual salary, as prescribed in this agreement, at the rate of 10 working days per annum for the first and for each further completed year of local authority service and such sick-leave shall be regarded as accumulative. This clause shall not apply to any employee of the authority whose services have been temporarily engaged for a period not exceeding three months or who has been engaged temporarily in part-time employment.

(b) The authority may, in cases which it is considered special, vary and extend the period of pay during sick-leave as stated in subclause (a) hereof, particularly when in its opinion the illness resulted from causes that are due to conditions under which an officer has been working.

(c) For the purpose of this clause "local authority service" shall mean continuous service with the Christchurch-Lyttelton Road Tunnel Authority.

(d) Time off caused by injuries received in course of duty is not to be included in computing sick-leave under this clause.

(e) Notwithstanding anything herein contained in this clause, the authority may at any time require an employee to be medically examined by the authority medical assessor and the authority may, if it so thinks fit, retire any employee on the grounds of him being medically unfit, provided, however, that no employee shall be so retired until after he has taken any accumulated balance of sick-leave to which he shall be entitled, at the date the authority received a certificate from the authority's medical assessor.

#### *Uniforms and Clothing*

7. Every employee who is required by the authority to wear a uniform when on duty shall be provided with same at periods not exceeding 18 months at the expense of the employer.

#### *Expenses*

8. All authorised out-of-pocket expenses incurred by an employee in the execution of his duties shall be paid by the authority.

*Employees Performing Higher-grade Duties*

9. Any employee who performs the duties of a higher-grade employee shall, if he occupies the higher-grade position for more than eight weeks, continuously, be paid from the date upon which he commenced the higher-grade duty and while engaged in performing such higher-grade duty, at a rate of not less than the minimum salary paid for the higher position.

Where any employee is engaged on higher-grade work for a period exceeding eight weeks continuously, and where sickness may occur or annual leave becomes due or a public holiday occurs whilst engaged in performance of higher-grade duties, such employee shall be paid at the higher grade rate of pay.

*Payment of Salaries*

10. All salaries and wages shall be paid weekly or fortnightly at the discretion of the authority. Payment of salaries shall be made during working hours where practicable.

*Terms of Employment*

11. In the absence of special written agreement between the authority and the employee, one month's notice of resignation or dismissal shall be given by the employee or the employer, except in cases of dishonesty or other good cause, when an employee shall be subject to instant dismissal.

*General Conditions*

12. (a) The appointment of employees to the permanent staff of the authority shall be after a satisfactory period of six months on probation.

(b) Temporary employees shall not be engaged for periods longer than three months except upon conditions as shall be agreed upon between the authority and the union.

(c) Where an agreement is reached during the currency of this agreement between the authority and the union in respect of the salary or any conditions of employment of any employee or class of employment covered by this agreement, then such agreement shall be deemed to be part of this agreement, and the provisions contained therein shall be binding upon both the authority and the union as if such provisions were included in this agreement.

*Workers to be Members of Union*

13. (a) Any adult person engaged or employed in any position or employment subject to this agreement by the authority 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 sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement as 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) The authority commits a breach of this agreement if he continues to employ any worker to whom clauses (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.

(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.)

#### *Matters Not Provided For and Appeals*

14. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute has 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 authority 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 authority by the union of such dispute.

Either side shall have the right to appeal to the Arbitration 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 making the appeal.

#### *Under-rate Workers*

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

#### *Part-time Employees*

16. Rates of remuneration or wages for part-time employees whose services do not necessitate his or her employment for substantially the number of hours specified in clause 2 hereof shall be decided by negotiations between the president and the secretary of the union and the authority.

*Right of Entry Upon Premises*

17. 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 authority for the purpose of interviewing any employee in connection with the operation of this agreement, but not so as to interfere unreasonably with the employer's business.

*Term of Agreement*

18. This agreement in so far as it relates to rates of wages shall be deemed to have come into force on the 1st day of April 1965, and so far as all other conditions 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 April 1966.

The common seal of the Christchurch-Lyttelton Road Tunnel Authority was hereto affixed in the presence of:

[L.S.]

R. A. WITBROCK, Chairman.  
F. G. K. GILCHRIST, Secretary.

The common seal of the Canterbury Local Bodies Officer (Other than Clerical) Industrial Union of Workers was hereto affixed in the presence of:

[L.S.]

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

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