

TIMARU CITY COUNCIL ELECTRICAL INSPECTORS,
TECHNICIANS, ETC. – INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 8th day of May, 1970, 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

APPLICATIONS OF AGREEMENT

1. This agreement shall apply to electrical inspectors, workshop foremen and technicians employed in the Electricity Department of the Timaru City Council.

HOURS OF WORK

2. (a) The normal hours of work shall not exceed 40 hours per week of which eight 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.

OVERTIME

3. (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 afternoon on Saturdays shall be paid for at double rates.

(d) Overtime provisions shall apply to all workers covered by this agreement except that overtime will be paid only up to a maximum of \$350 per annum.

SALARIES

4. The following scales of salary shall apply –

(a) Position

	First year \$	Second year \$	Third year \$
Chief Electrical Inspector	3565	3640	3740
Senior Electrical Inspector	3435	3490	3545
Electrical Inspector	3325	3365	3420
Workshop Foreman	3435	3490	3545
Chief Technician	3546	3640	3740
Senior Technician	3435	3490	3545
Technician	3325	3365	3420

(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.

BONUS FOR QUALIFICATIONS

5. If an officer obtains by examination any qualification which, in the opinion of the Council, will be of benefit in the carrying out of his duties, he shall on the recommendation of the head of the department be paid either an annual bonus of not less than \$25 in addition to his salary or a lump sum payment as the Council may decide, provided that not more than one annual bonus shall be paid to any officer, and provided, further, that this clause shall not apply to the holders of the Advanced Trade Certificate (Electrical).

PAYMENT OF WAGES

6. (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 though sickness, accident, default, or voluntary absence without the consent of the employer.

MEAL ALLOWANCE

7. 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 65 cents meal allowance if the worker cannot reasonably journey to and from his home for a meal in the time allowed.

TRAVELLING ALLOWANCE AND EXPENSES

8. (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 50 cents 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.

HOLIDAYS

9. (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.

ANNUAL HOLIDAYS

10. (a) Except as otherwise provided, every worker shall at the end of each year of his employment by any employer become entitled to an annual holiday of two weeks paid on the basis of the worker's average weekly taxable earnings: Provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculating workers' average weekly taxable earnings the year shall be the twelve month period up to and including the last pay period in October of each year.

(b) Upon completion of five years' continuous service with the Council or service with the Council together with similar service acceptable to the Council with another employer which amounts to five years, a worker shall for the fifth and each subsequent year of continuous service be entitled to an annual holiday of three weeks instead of two weeks paid as prescribed in subclause (a) of this clause.

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

At least two weeks notice of the commencement of annual leave shall be given by the Council to the employee concerned.

(c) For the purposes of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act of 1944.

(d) Where a holiday is taken in more than one period the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as provided in subclause (a) of this clause it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in subclause (e) subject to final adjustment and payment of any remainder after that date: Provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

(e) Where the employment of any worker is terminated at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker, in addition to all other amounts due to him, an amount equal to 4 per cent of his gross taxable earnings but not exceeding 5.2 per cent of his ordinary pay for that period of employment.

(f) Where the period of employment is less than three weeks the amount to be paid as proportionate holiday pay shall be as prescribed by the Annual Holidays Act 1944.

(g) Where a worker is entitled to an annual holiday of three weeks instead of two weeks the provisions of subclause (e) of this clause shall be modified to provide payment of an amount equal to 6 per cent of the worker's gross taxable earnings but not exceeding 7.8 per cent of his gross ordinary pay for the period of his employment.

SICK LEAVE

11. (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.

TERMS OF EMPLOYMENT

12. 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 just cause.

A worker who fails to give one month's notice of termination of employment shall be liable to forfeit at the discretion of the employer an amount equivalent to four weeks' wages.

REFERENCES

13. (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.

RIGHT OF ENTRY

14. (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.

MATTERS NOT PROVIDED FOR AND APPEALS

15. 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 has 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 such disputes shall be considered by the committee within one month from the date of notification by the union to the committee.

UNQUALIFIED PREFERENCE

16. (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 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 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.

TERM OF AGREEMENT

17. This agreement is 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 March 1970, 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 28th day of February 1971.

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

D.R. DOWELL, 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:

C.J. BAX, President
L. FORTUNE, Secretary Treasurer