

INVERCARGILL CITY COUNCIL ELECTRICAL INSPECTORS AND  
TEST ROOM STAFF – INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 14th day of September 1970 between the Corporation of the Mayor, Councillors and Citizens of the City of Invercargill (hereinafter referred to as "the employer") of the one part and the Otago and Southland Electrical Industrial Union of Workers (hereinafter referred to as "the Union") of the other part whereby it is mutually agreed between the said parties hereto as follows:

SCHEDULE

Industry to Which Agreement Applies

1. This agreement shall apply to electrical inspectors and electrical test room technicians and instrument technicians, employed by the Invercargill City Council.

DEFINITIONS

2. (a) "Electrical inspector" means a qualified and registered inspector whose work includes the inspecting and testing of all consumers' installations, the maintenance and installation of meters, and other instruments and equipment on consumers' premises such as comes under the scope of the Electrical Wiring Regulations 1961 and its amendments.

(b) "Test room technician" means a worker, who being a registered electrical wireman, carries out test room work under the direction of the City Electrical Engineer or his assistants.

SALARIES

3. (a) The following shall be the minimum salaries:

(i) From 1st April 1970		First year	Second year	Third year
		\$	\$	\$
Chief electrical inspector	..	3347	3497	3631
Electrical inspectors	..	3022	3156	3290
Chief test room technician	..	3347	3497	3631
Test room technicians	..	3022	3156	3290
Instrument technicians (Works Dept.)	..	3022	3156	3290

(ii) From 1st October 1970		First year	Second year	Third year
		\$	\$	\$
Chief electrical inspector	..	3514	3672	3813
Electrical inspectors	..	3173	3314	3455
Chief test room technician	..	3514	3672	3813
Test room technicians	..	3173	3314	3455
Instrument technicians (Works Dept.)	..	3173	3314	3455

(b) Service Bonus – Any person covered by the provision of this agreement shall be paid by way of service bonus the sum of 70c per week after the completion of 5 years' service with the council and \$1.70 per week after the completion of 10 years' service with the council. Such service bonus shall be paid in a lump sum during the week before 25 December each year to those employees who qualify and who are in the council's employment at the time. Employees who leave prior to the payment date or whose notice of termination of service is in hand at payment date will not qualify for any part of the service bonus.

## ADVANCED TRADE CERTIFICATE

4. A worker holding the Electricians' Advanced Trade Certificate shall be paid an additional \$104 per annum.

## HOURS OF WORK

5. The normal hours of work shall not exceed thirty seven and a half per week from Monday to Friday inclusive. The normal hours shall be worked between 8.30 a.m. and 5 p.m. No additional payment shall be paid for work done in addition or outside the above hours or on Saturdays, Sundays or holidays.

## TERMS OF EMPLOYMENT

6. (a) No deduction shall be made from the annual salaries except for time lost through the worker's sickness, accident or default.

(b) Notice of the termination of employment shall be in accordance with the conditions of the worker's appointment; failing any such condition a fortnight's notice shall be given on either side.

## HOLIDAYS

7. (a) The following shall be allowed as holidays: New Year's Day and the two following days; Good Friday; Easter Monday and the day after; Anzac Day; Queens Birthday; Dominion Day and Picnic Day or days in lieu thereof; Labour Day; Christmas Day; Boxing Day and the day following. The provisions of the Public Holidays Act 1910 and its amendments which deal with the observance and payment for holidays which fall on Saturdays and Sundays shall apply to the Holidays specified in this clause.

(b) Workers required to work on any of the above days shall be allowed equivalent day or days added to the annual leave.

(c) An annual holiday of 3 weeks shall be allowed to each worker of which 1 week shall be in consideration of the fact that no provision is made in this agreement for overtime payments.

## GENERAL CONDITIONS

8. (a) Workers shall provide themselves with the necessary overcoat and leggings for use in wet weather on outside work and shall be paid 26 c per week allowance.

(b) Two suits of overalls shall be supplied annually or as required.

(c) It shall be the duty of the employer to provide suitable accommodation wherein employees may keep their clothes, good ventilation, and proper sanitary arrangements, and a sufficient supply of hot water at meal times and for washing at knock off times.

(d) Workers shall be allowed a rest period of 10 minutes each morning and afternoon at a time to be mutually arranged between the employer and the worker.

(e) Soap and towels shall be supplied by the employer, the towels to be laundered weekly at the employers expense.

## MATTERS NOT PROVIDED FOR

9. Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer and the Secretary of the Union and in default of any agreement being arrived at then such dispute be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

## FIRST AID KIT

10. (a) A modern first aid kit fully equipped shall be kept in a convenient and accessible place on each of the department's vehicles and at the depot.

(b) The St. John Ambulance first aid compressed kit shall be the first aid case to be

kept as required in sub-clause (a) and shall be open for inspection once a month.

(c) All employees shall be instructed at least once per month in the methods of artificial respiration, bandaging and stopping of bleeding.

#### SICK LEAVE

11. Employees with under 2 years of service shall be allowed full pay for a period not exceeding 1 week in any one year. Employees with service over 2 years and up to 5 years to be allowed full pay for a period not exceeding 2 weeks in any one year, and employees who have service of 5 years and over to be allowed full pay for a period not exceeding 1 month in any one year whilst absent from work through sickness. After the expiry of the above periods on full pay, half pay to be granted for similar period if the employee is still absent from duty through sickness. These provisions shall not apply where accumulated leave clause is more beneficial to the employee.

A medical certificate must be furnished by the employee to his employer in support of the employee's claim for sick pay, such medical certificate to be in the hands of the City Council or its chief executive officer not later than 12 noon on third day that the employee is off duty through sickness; otherwise payment of wages will cease. In the case of a junior worker under the age of 18 years a medical certificate must be furnished but the City Council will bear the cost of such certificate and the City Council reserves the right to nominate the medical officer to examine the employee and furnish the certificate.

If sickness does not occur in any year, sick leave up to 1 week shall accumulate; or if sickness of less than 1 week occurs in any year the balance of the days not taken shall accumulate for the following years of service if sickness occurs later, but with a maximum of three months' sick leave on full pay followed by an equal term on half pay.

For the purpose of calculating sick leave "service" shall mean continuous service with the City Council and shall be calculated as from the appointment of the employee to the City Council service.

#### RIGHT OF ENTRY

12. (a) The secretary of the union or any other person duly appointed shall be allowed access to any workshop at any time for the purpose of interviewing any worker coming within the scope of this agreement upon business connected therewith but not so as to interfere unreasonably with the employer's business, and the employer shall give recognition to any worker who is appointed as a shop steward.

(b) The employer shall, once every 6 months, if requested supply a list of workers in his employment to the secretary of the union.

#### UNDER RATE WORKER

13. (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 capabilities, 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 6 months as such inspector or other person shall determine and after the expiration of such period shall continue in force until 14 day's 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 agreement 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 the inspector or other person shall determine.

(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

14. (a) Any adult person engaged or employed in any position or employment subject to 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 require.

(b) Subject to sub-clause (a) hereof every adult person so engaged or employed shall remain a member of the 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 the union who fails to become a member of the union 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 the 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.

#### TERM OF AGREEMENT

15. This agreement shall, in so far as wages are concerned, be deemed to have come into force in accordance with subclause (a) of clause 3 of this agreement, and in so far as the other conditions are concerned it shall come into force on the day of the date hereof and shall continue in force until the 31st day of March 1971.

Signed on behalf of the Otago and Southland Electrical Workers Industrial Union of Workers:

C. JENKINS, President.

Signed on behalf of the Mayor, Councillors, and Citizens of the City of Invercargill.

N. L. WATSON, Mayor.

L. A. BEST, Town Clerk.