

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

This industrial agreement made in pursuance of the Industrial Conciliation Act 1954 this 26th day of June 1972 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 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" is a worker registered as an electrical inspector whose duties include all inspection work as laid down in the Electricians Act 1952; the Electrical Wiring Regulations 1961 and the Electrical Supply Regulations 1967.

(b) "Test Room Technician" is a worker registered under the Electricians Act 1952, and whose duties include all work associated with the operations of the Test Section of the Electricity Department and under the direction of the City Electrical Engineer or his technical officers.

SALARIES

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

	1st Year	2nd Year	3rd Year
From 1st April 1971 –	\$	\$	\$
Chief Electrical Inspector	4,325	4,513	4,686
Chief Test Room Technician	4,325	4,513	4,686
Electrical Inspector	3,904	4,078	4,252
Test Room Technician	3,904	4,078	4,252
Instrument Technician (Works Yard)	3,904	4,078	4,252
From 21st July 1971 –			
Chief Electrical Inspector	4,533	4,730	4,911
Chief Test Room Technician	4,533	4,730	4,911
Electrical Inspector	4,091	4,274	4,456
Test Room Technician	4,091	4,274	4,456
Instrument Technician (Works Yard)	4,091	4,274	4,456
From 31st January 1972 –			
Chief Electrical Inspector	4,719	4,924	5,112
Chief Test Room Technician	4,719	4,924	5,112
Electrical Inspector	4,259	4,449	4,639
Test Room Technician	4,259	4,449	4,639
Instrument Technician (Works Yard)	4,259	4,449	4,639

(b) Service Bonus – Any person covered by the provisions of this agreement shall be paid by way of service bonus the sum of 80 cents per week after the completion of five years service with the council and \$1.95 per week after the completion of ten years service with the council. Such service bonus shall be paid in a lump sum during the week before the 25th 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 \$115 per annum.

HOURS OF WORK

5. The normal hours of work shall not exceed 37½ 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 deductions shall be made from 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 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 three weeks shall be allowed to each worker of which one 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 30 cents 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.

(f) Employees required to provide a stand-by roster shall be paid an additional \$50 per annum. This work shall be shared equitably amongst appropriate council staff as much as possible.

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 departments vehicles and at the depot.

(b) The St. John Ambulance first aid kit compressed kit shall be the first aid case to be kept as required in subclause (a) and shall be open for inspection once a month.

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

SICK LEAVE

11. Employees with over three months of service to be allowed full pay for a period not exceeding ten days in any one year and employees who have service for five years or over to be allowed full pay for the period not exceeding one month in any one year whilst absent from work through sickness. Employees with less than three months service do not qualify for sick leave.

After the expiry of the above periods on full pay, half pay to be granted for similar periods if the employee is still absent from duty through sickness. These provisions shall not apply where the accumulation leave clause is more beneficial to the employer.

A medical certificate must be furnished by the employee to his employer in support of the employee's claim for sick pay if the sick leave exceeds two days at any one time, such medical certificate to be in the hands of the City Council or its chief executive officer not later than 12 noon on the 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 any employee uses all the days due in any one year including accumulated leave the next year such employee shall be allowed full pay for a period not exceeding 10 days and half pay for a similar period if such an employee has less than five years service with the City Council and full pay for a period not exceeding one month with half pay for a similar period if such an employee has had service with Council for five years or over.

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

NOTE – The additional accumulation provided for in this agreement which is beyond that stated in earlier agreements shall apply as from 1st April 1971.

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 the same recognition to any worker who is appointed as a shop steward.

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

UNDER-RATE WORKERS

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 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 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 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 a union within fourteen days after his engagement or after this clause comes in to force as the case may require.

(b) Subject to subclause (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 subclause (a) hereof to become a member of the union who fails to become a member of the union 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 the 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 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.

RATES OF REMUNERATION

15. The rates of wages provided for in this agreement are based on the rates of wages ruling for inspectors employed under the Invercargill City Council Officers (Other than Clerical) Industrial Agreement. Should the rates of wages for inspectors be subsequently amended under the Invercargill City Council Officers (Other than Clerical) Industrial Agreement then the rates of wages provided for in this agreement shall also be amended to maintain the same relationship. Any such amendment being retrospective to the date of application in the Invercargill City Council (Other than Clerical) Industrial Agreement. In view of the provisions of this clause, any general wage order made under the General Wage Orders Act 1969 will not apply to this agreement.

TERM OF AGREEMENT

16. This agreement shall be deemed to have come into force on the 1st day of April 1971 and shall continue in force until the 30th day of September 1972.

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

J. G. Coughlin, Authorised Agent.

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

R. Miller, Mayor.

L. N. Best, Town Clerk.