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**Timaru City Council Electricians,
Mechanics, Linemen Etc. Employees—
Collective Agreement (Voluntary)**

Dated 19/12/74

NOTE: See clause 20 herein for the date on which rates of wages come into force

Form 6

UNDER THE INDUSTRIAL RELATIONS ACT 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Timaru City Council Electricians, Mechanics, Linemen, etc., Employees Dispute of Interest, between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers, and Timaru City Council.

The Industrial Commission, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Commission pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule hereto and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Industrial Commission has hereto been affixed and the President of the Commission has hereunto set his hand, this 19th day of December 1974.

(L.S.)

G. O. Whatnall, President.

Sections 65 and 66

Regulation 9 (4)

UNDER THE INDUSTRIAL RELATIONS ACT 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of the Timaru City Council Electricians, Mechanics, Linemen, etc., Employees Dispute of Interest between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and The Timaru City Council, Timaru.

To the Registrar of the Industrial Commission.

We hereby submit to you a signed copy of the terms of voluntary settlement of the above-mentioned dispute of interest arrived at by the parties pursuant to section 65 of the Industrial Relations Act 1973, for registration by the Industrial Commission as a collective agreement.

Dated at Christchurch this 24th day of September 1974.

Signatures of Parties:

L. Fortune, Authorised Agent for the Union.

N. M. West, Authorised Agent for the Employer.

**TIMARU CITY COUNCIL ELECTRICIANS, MECHANICS,
LINEMEN ETC. – VOLUNTARY COLLECTIVE AGREEMENT**

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This Agreement shall apply to all workers for whom provision is made in this Schedule and who are employed by the Timaru City Council.

DEFINITIONS

2. (a) "Mechanic" means motor mechanic, testing station mechanic, welder, blacksmith or fitter.

"Certified Mechanic" means motor mechanic, testing station mechanic, welder, blacksmith or fitter who hold a Trades Certificate issued by the Trades Certification Board.

(b) (i) "Electrician" means a worker currently registered as such by the Electricians Registration Board.

(ii) "Electrical Technician" means a worker currently registered as such by the Electricians Registration Board.

(iii) "Electrical Mechanic" means a worker currently registered as such by the Electricians Registration Board.

(iv) "Electrical Fitter" means a worker who holds a current certificate issued by the N.Z. Trade Certification Board.

(v) "Lineman Certified" means a worker who holds a current certificate of competency issued by the Electric Lineman Training Committee.

(vi) "Electrical Improver" means a worker who has completed his apprenticeship in the electrical industry.

(c) "Senior charge hand" and "Charge hand" shall be an employee appointed by the Council either temporarily or permanently.

(d) "Linemen's work" shall mean and include the complete installation, maintenance, and repair of overhead and underground electric power mains, from the supply station to the point of connection to the consumer, the erection and connecting up of transformers and street lamps, and shall include axeman's work.

(e) "Linemen's Assistants work" shall mean and include the carrying out of all necessary work in assisting linemen and under their direct supervision.

(f) "Servicing work" shall consist of attending the faults and repairs upon reticulation and distribution systems, consumers' installations and electrical appliances.

WAGES

3. (a) The minimum rates of wages shall be as follows:

	Per Week	Per hour
	\$	\$
Mechanic	86.68	2.167
Motor Mechanic "A" Grade	91.32	2.283
Motor Mechanic Certified	88.72	2.218
Greaser or Handyman	69.56	1.739
Cleaner	68.12	1.703
Electrical Mechanic	87.52	2.188
Electrician	90.76	2.269
Electrician with Advanced Cert.	94.04	2.351
Electrical Technician	96.60	2.415
Electrical Fitter	90.76	2.269
Electrical Improver	82.00	2.05
Serviceman with limited regn.	84.28	2.107
Serviceman	82.16	2.054

	Per Week \$	Per Hour \$
Lineman certified	84.28	2.107
Lineman assistant 1st year	77.24	1.931
Lineman assistant 2nd year	79.04	1.976
Cable jointer	82.16	2.054
Senior cable jointer	84.28	2.107

Casual workers shall be paid the hourly rate above.

“Casual worker” is one who is employed for less than two consecutive weeks.

Service Bonus — On completion of 5 years continuous service with the Timaru City Council an employee shall be entitled to a service bonus equal to 1 week’s wages, to be paid at Christmas each year, after 10 years the payment shall be 2 weeks’ wages and on completion of 15 years, 3 weeks’ wages.

(b) A senior charge hand shall be paid 16.57 cents per hour in excess of the rate prescribed in subclause (a) hereof.

A charge hand permanently appointed shall be paid 8.285 cents per hour in excess of the rate prescribed in subclause (a) hereof.

The allowances provided for herein shall be taken into account in determining the overtime rates.

(c) Any man temporarily appointed as a charge hand shall be paid 8.285 cents per hour extra whilst so employed. If employed for more than four hours in any day he shall be paid a minimum of 64 cents for that day.

(d) A competent assistant with two or more years’ experience shall be rated and paid as a lineman.

(e) An electrician or lineman instructed to stand-by for servicing work on any day except Saturday or Sunday or a Statutory holiday, shall be paid one hour’s pay per day at ordinary rates if not called out. Such workers instructed to stand-by on a Saturday, Sunday or a Statutory holiday shall be paid one hour’s pay per day at overtime rates if not called out. If called out, overtime rates as set out in clause 5 (a) shall be paid in addition to the stand-by payment. Any such worker required to stand-by on any holiday named in clause 6 (a) hereof shall be allowed a day off in lieu thereof, such day off shall be taken as may be mutually arranged and the provisions of subclauses (b) and (c) of this clause shall not apply to payments under this subclause.

(f) All wages shall be paid weekly but not later than Thursday in the pay week unless otherwise mutually arranged.

(g) An employer shall be entitled to make rateable reduction from the wages of any worker for time lost through the worker’s sickness, accident or default or his absence through no fault of the employer.

HOURS OF WORK

4. (a) Forty hours shall constitute an ordinary week’s work, and eight hours an ordinary working day.

(b) Unless otherwise provided herein, the daily hours shall be worked between 7.30 and 5 p.m. on five days of the week, Monday to Friday: Provided that one Mechanic, one Greaser and one Cleaner may be required to commence work at 6.30 a.m. and in such case, each shall be paid one half hour extra per day at ordinary rates.

(c) In the case of hourly workers every endeavour shall be made to find suitable work in wet weather.

OVERTIME

5. (a) All time worked in excess or outside of the hours mentioned in clause 4 hereof shall be paid at the rate of time and a half for the first three hours and double time thereafter. Computation of overtime shall be on a daily basis. All time worked between 10 p.m. and 6 a.m. or after noon on Saturday shall be paid at

double time rates and supper time and crib time when so working shall be paid for: Provided that if work is commenced at 4 a.m. or earlier, the time worked up to 8 a.m. will be paid for at double time rates.

(b) Except in the case of renewal of fuses, or operation of switches when the minimum shall be one hour, a minimum of two hours shall be paid for all overtime which is not continuous with the ordinary working hours, time to be computed from time of leaving place of residence until return: Provided however, that such minima shall not apply where a worker is again called out within one hour of the expiry of his minimum period of his previous call-out in the case of renewal of fuses or operation of switches, or within two hours of the expiry of his minimum period for his previous call-out in other cases, when in such case he shall be paid for the actual time worked. This subclause shall apply to servicing work.

(c) No worker shall be required to work for more than five hours continuously without an interval for a meal.

(d) In the case of workers who cannot reasonably journey to and from their home for meals being required to work overtime after 6 p.m. on any day the worker shall be paid \$1 for tea money or in lieu thereof the employer may provide a suitable meal. Workers leaving the job not later than 6 p.m. and travelling to the depot and arriving before 7 p.m. shall not be entitled to meal money.

If overtime is continuous, this allowance shall be paid for every period of four hours overtime, except that overtime work arranged not later than 5 p.m. on the previous Thursday for Saturday or Sunday shall not entitle the worker to meal money unless he is required to work after 6 p.m.

(e) Any worker having worked all day and night shall not be required to continue working without his consent. If he does continue working he shall be paid double time rate for all time worked on the second day until an eight hour break is allowed. Where by virtue of the compulsory eight hours break he loses ordinary time on the second day, such time shall be paid for at ordinary rates with a maximum of four hours pay without work.

(f) Workers other than those employed on servicing work who work overtime which is not continuous with the ordinary working hours shall be paid a minimum of two hours at overtime rates.

(g) When overtime is arranged for a Saturday or Sunday and is cancelled after 5 p.m. on the preceding Friday each worker concerned shall be paid one hours pay at the appropriate rate.

HOLIDAYS

6. (a) The following shall be observed and paid for as holidays: 1st January, 2nd January, New Zealand Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Dominion Day, Labour Day, Christmas Day and Boxing Day always provided that should any of the above holidays except New Zealand Day or Anzac Day fall on a Saturday or Sunday the holiday or holidays shall be observed on the following working day or working days.

(b) Workers who are entitled to be paid for the holidays set out in subclause (a) hereof shall be all those who have been working at any time during the fortnight ending on the day on which the holiday occurs. No payment over and above the ordinary week's wages shall be made to any worker for a holiday which falls on what is not ordinarily a working day except for work actually performed on such day.

Except as elsewhere provided herein, for all time worked on recognised holidays, double time shall be paid in addition to the day's pay. For work performed on Sundays double time shall be paid.

ANNUAL HOLIDAYS

7. (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 three

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 percent 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) Annual leave shall be taken at a time to be mutually agreed upon and where possible during the summer months.

(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 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 6 percent of his gross taxable earnings but not exceeding 7.8 percent 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.

SICK LEAVE

8. 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 a medical officer shall be produced if required where sick leave is claimed.
- (ii) The Council shall have the right to deduct the number of days of sick leave already taken by the employee from the total number the employee is entitled to by calculation in order to determine the number of days due to him in the event of his falling sick.
- (iii) No continuous period of sick leave exceeding 50 days shall be allowed except with the permission of the Council.
- (iv) No employee who is entitled to claim workers' compensation shall be entitled to sick leave under this clause.
- (v) In any case either party may refer a claim for sick leave to a disputes committee.
- (vi) Termination of employment with the Council shall cancel any benefits due under this clause at the date of termination.

REST PERIOD

9. A rest period of 10 minutes shall be allowed to all employees each morning and afternoon and when working overtime at times to be mutually arranged.

GENERAL PROVISIONS

10. (a) All necessary tools shall be provided by the employer, but in lieu thereof the employer may elect to pay to any worker the sum of 3.34 cents per hour extra as a tool allowance.

Workers shall account as required by the employer for all personal tools issued. Failure to account shall render the worker liable, if negligence proved, for the cost of tools not accounted for after due allowance for fair wear and tear.

Where the tool allowance is paid, the allowance may be accumulated and paid six monthly and shall be subject to a satisfactory kit of tools being produced.

(b) Where it is agreed between the union and the employer that overalls are necessary, two suits of overalls per annum shall be supplied and replaced where necessitated by fair wear and tear; overalls shall be laundered at the employer's expense.

(c) Workers shall, when necessary, be supplied with best quality gloves and lifebelts when working live overhead work, and best quality gloves and mats when on live underground work; and servicemen linemen and linemen's assistants shall be supplied with oilskins and sou'westers and gum boots where necessary.

(d) When a worker coming within the scope of this agreement is required to drive a van, car or truck in the performance of his work the fee for his driver's licence shall be paid by his employer.

(e) Where trucks are used for transporting workers, where possible, suitable waterproof covers and supports shall be supplied to give shelter. Where practicable, seating accommodation shall be provided.

(f) Except for the purpose of replacing fuses, no worker shall be allowed to work on live high-tension work on a pole unless accompanied by at least one man.

(g) No live line work shall be done in wet weather excepting on essential faults unless recognised safety equipment is provided.

(h) Dirt money at the rate of 64 cents per day or portion of a day shall be paid for all work done by any worker, covered by the provisions of this agreement in foundries, tunnels, sewerage pumping stations or repairing damage done by fire where the worker comes into contact with charred materials, or in freezing chambers while freezing is being carried on, or storage battery work involving the handling of acid or burning copper, or, if in the opinion of the City Electrical Engineer, the handling of old copper wire or work done in underground substations qualifies as dirty work, or other work such as dirty installation work or demolition work which may be agreed upon as between the employer and the union as coming under the term "dirty work".

(i) Workers required to repair machines using tar or bitumen or hydraulic hoist oil or to handle cross-arms wet with preservative or to apply preservatives to cross-arms shall be paid 8.285 cents per hour extra. Preservatives for the purpose of this agreement shall be perterlinium, tar-oil, red lead or other preparation injurious to the clothes or flesh of the worker.

(j) Employees while working with transformer oil (other than in drums) shall be paid 64 cents per day extra.

(k) Workers, employed on oxy-acetylene, coal gas, or electric welding except on spot or butt-welding machines, for less than four hours in a day shall be paid 32 cents per day extra; for more than four hours in a day 54 cents per day extra; except in the case of motor mechanics who shall be paid at the rate of 4.57 cents per hour extra whilst so employed.

(l) All workers shall be paid a daily rate of 64 cents for handling fluid bitumen and shall be paid 8.285 cents per hour whilst employed on soldering and tinning aluminium cable.

(m) Hot and cold water, soap and towels shall be provided at the Depot.

(n) Any worker required to work in weather which, in the opinion of the City Electrical Engineer is adverse shall be paid an additional 15 minutes for every complete hour worked in such weather.

(o) Where a worker provides himself with and wears safety footwear of a type approved by the employer, the employer shall reimburse such worker, but not to a greater extent than the cost of one pair of safety footwear per year, provided that such worker has been employed by him for not less than three months.

Where the employer considers the wearing of safety footwear is essential one pair per year shall be provided by the employer.

Where a worker is provided with or reimbursed for footwear it shall be a condition of employment that it be worn at all times.

(p) Any worker required to work with any thermal insulating materials of an irritant nature shall be paid 6.6 cents per hour extra whilst so employed.

(q) In lieu of the payment provided in (i) above, workers employed repairing the tar sprayer or preheating plant shall be paid 20 cents per hour additional with a minimum of \$1 per day when in the opinion of the engineer the condition of the plant being repaired justifies it.

(r) Workers using mechanised or pneumatic rammers or breakers shall receive 6.6 cents extra per hour whilst so employed.

HIGHER GRADE WORKERS

11. Any worker put to work on a higher grade shall be paid:

- (a) If engaged on such work for less than five days continuously, an additional amount per hour equivalent to double the difference between the hourly allowance for a Senior Charge Hand and a Charge Hand; and
- (b) If engaged on such work continuously for five days or longer, the rate prescribed in the Timaru City Council Electrical Inspectors, Technicians etc. Industrial Agreement.

ACCIDENT PROVISIONS

12. A suitable first-aid outfit shall be maintained at each depot and a compressed kit shall be supplied to each gang, and shall be inspected regularly by the safety officer.

TERMINATION OF EMPLOYMENT

13. Except in the case of casuals one week's notice of termination of employment shall be given by either party but this shall not affect the employer's right to dismiss a worker without notice, for misconduct. A worker who fails to give one week's notice of termination of employment shall be liable to forfeit at the discretion of the employer an amount equivalent to one week's wages.

DISPUTES

14. (a) The procedure set out in the succeeding provisions of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on:

- (i) The interpretation of this instrument; or
- (ii) Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

(b) Either the workers' union or the employer or employers who are parties to any such dispute may invoke the procedure.

(c) The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be:

- (i) Mutually agreed upon by the parties; or
- (ii) If there is no such agreement, either a conciliator or a person appointed by him.

(d) A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either:

- (i) Make a decision, which shall then be the decision of the committee; or
- (ii) Refer the dispute forthwith to the Industrial Court for settlement.

(e) Subject to the right of appeal conferred by subclause (f) of this clause, the decision of the committee shall be binding on the parties to the dispute.

(f) Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall:

- (i) Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and
- (ii) Within 7 days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and
- (iii) Specify in each such notice the decision or the part of the decision to which the appeal relates.

(g) The essence of this clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that:

- (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
- (ii) While the provisions of this clause are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(NOTE – This clause has been inserted in accordance with the requirements of section 115 of the Industrial Relations Act 1973.)

PERSONAL GRIEVANCES

15. (a) For the purposes of this clause, the expression “personal grievance” means any grievance that a worker may have against his employer because of a claim that he has been unjustifiably dismissed, or that other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.

(b) The standard procedure for the settlement of any personal grievance shall include the following:

- (i) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure;
- (ii) As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin;
- (iii) Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify the branch secretary or secretary or a duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative;
- (iv) If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker’s grievance, and of the issues, for all subsequent consideration of the case;
- (v) The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding three) nominated respectively by the union and the employer, with or without a chairman as the parties may decide;
- (vi) The employer shall have the right to be assisted or represented before the grievance committee by an employers’ organisation;

- (vii) If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court;
 - (viii) The reference to the Court may be made by the employer or his representative, or by the worker's union or its representative, or by both;
 - (ix) The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a decision or award by way of a final settlement which shall be binding on the parties;
 - (x) It shall be the duty of every party to the award or agreement to promote the settlement of personal grievances under the procedures hereinbefore provided and to abstain from any action that might impede the effective functioning of the procedures.
- (c) For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen:
- (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
 - (ii) While the provisions of the procedure for the settlement of the personal grievance are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.
- (d) Any statements made or information given in the course of any proceedings before a grievance committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.
- (e) In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this clause may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:
- (i) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him;
 - (ii) His reinstatement in his former position or in a position not less advantageous to him;
 - (iii) The payment to him of compensation by his employer.
- (NOTE – This clause has been inserted in accordance with the requirements of section 117 of the Industrial Relations Act 1973.)

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 within fourteen 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 subclause (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 104 of the Industrial Relations Act 1973 which gives to workers the right to join the union.)

UNDER-RATE WORKERS

17. (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 and Agreements 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 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 in 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 and Agreements of every agreement made with a worker pursuant hereto.

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

NOTIFICATION

18. Any employer who is requested in writing by the secretary of the union so to do shall, within one month after receipt of such request, supply to the union a list of all workers coming within the scope of this agreement then in his employ; but such request shall not be made to the employer at intervals shorter than six months.

SCOPE OF AGREEMENT

19. This agreement shall apply only to the parties named herein.

TERM OF AGREEMENT

20. This agreement insofar as it relates to wage rates specified in clause 3 (a) shall be deemed to have come into force on the first day of the pay period commencing on or after the 1st day of July 1974 and so far as all other conditions of this agreement are concerned shall come into force on the 19th day of September 1974 and shall continue in force until the 30th day of June 1975.

On behalf of the Timaru City Council:

D. E. Pearson, Town Clerk.

On behalf of the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers:

L. Fortune, District Secretary.