

Please post in a Conspicuous Place accessible to Workers

**City of Christchurch Painters and
Decorators—Collective Agreement
(Voluntary)**

Dated 24/6/75

NOTE: See clause 12 herein for the date on which rates of wages come into force

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973 and in the matter of the City of Christchurch Painters and Decorators Dispute of Interest between New Zealand (except Hawkes Bay, Wanganui, Westland, Otago and Southland Districts) Painters and Decorators, Glaziers and Signwriters Industrial Union of Workers and the Mayor, Councillors and Citizens of the City of Christchurch.

The Industrial Commission, having before it the terms of a voluntary settlement arrived at in the abovementioned 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 provision set out in the form of submission or notification attached 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 24th day of June 1975.

(L.S.)

G. O. Whatnall, President.

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 a Voluntary Collective Agreement between New Zealand (except Hawkes Bay, Wanganui, Westland, Otago and Southland Districts) Painters and Decorators, Glaziers and Signwriters Industrial Union of Workers and the Mayor, Councillors and Citizens of the City of Christchurch.

To the Registrar of the Industrial Commission:

We hereby submit to you a signed copy of the terms of voluntary settlement of the abovementioned 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 21st day of May 1975.

For and on behalf of Christchurch City Council:

J. H. Gray, General Manager and Town Clerk.

For and on behalf of New Zealand (except Hawkes Bay, Wanganui, Westland, Otago and Southland Districts) Painters and Decorators, Glaziers and Signwriters Industrial Union of Workers:

A. F. Ross, Secretary.

PAINTERS AND DECORATORS – VOLUNTARY COLLECTIVE AGREEMENT

Terms of a Voluntary Settlement under Section 65 of the Industrial Relations Act 1973

This Agreement made in pursuance of the Industrial Relations Act 1973, this 21st day of May 1975, between the Mayor, Councillors and Citizens of the City of Christchurch, a Corporation constituted under the Municipal Corporations Act 1954, and hereinafter referred to as "the Council" and joining in these presents as an employer, of the one part and the New Zealand (except Hawkes Bay, Wanganui, Westland, Otago and Southland Districts), Painters and Decorators, Glaziers and Signwriters' Industrial Union of Workers, registered under the Industrial Relations Act 1973, and hereinafter referred to as "the Union", of the other part, witnesseth that it is hereby mutually agreed and declared between and by the Council and the Union, that this Agreement applies to all workers employed by the Council and who are engaged on work as defined in the Union's Registered Rules and the Award.

SCOPE OF AGREEMENT

1. All the terms and conditions of the New Zealand (except Hawkes Bay and Wanganui Districts and Otago) Painters and Decorators Collective Agreement continuing in force until the 20th July 1975, and as may be amended from time to time, hereinafter referred to as "the Award" shall apply, except insofar as they are varied by the provisions of this Agreement.

The Council and the Union agree and declare that no worker coming within the scope of this Agreement shall suffer any loss of wages or conditions of employment by reason of the operation of this Agreement.

DEFINITIONS

2. Painters and Decorators:

Grade 1 – A worker who is able to set out and complete speedily and efficiently any and every kind of work within the painting and decorating trade and all allied work as defined in Clause 1 of the New Zealand (except Hawkes Bay and Wanganui Districts and Otago) Painters and Decorators Award dated 29 August 1973 and has completed an apprenticeship of formal training of not less than 5 years and has passed the Advanced Trade Certificate Examination.

Grade 2 – A worker who is defined under the same conditions as a Grade 1 worker except the examination qualifications shall be Trade Certificate or City and Guilds of London Institute Certificate in Painting and Decorating or an equivalent examination acceptable to the Council or a worker with at least 5 years at the trade who shows exceptional competence to a degree to be decided by the Council.

Grade 3 – A worker not having served an apprenticeship or recognised equivalent has demonstrated a high standard of skill and versatility in the painting and decorating trade and conforms to the requirements and standards specified from the Council from time to time. He shall produce evidence of having satisfactorily completed not less than 5 years in the trade.

Other Workers – Those workers not covered by the foregoing definitions but provided for in the Award dated 29 August 1973 and who must serve at least 5 years in all phases of the trade before qualifying for tradesmen rates. At no time except by agreement between the Council and the Union, shall the proportion of Other Workers to Tradesmen exceed one to four respectively.

CHARGE ALLOWANCE AND FOREMAN'S ALLOWANCE

3. The rate of remuneration for a Charge Hand shall be as provided under Clause 23 of the Award provided that a worker designated a Foreman shall receive in addition to this payment a further \$5.00 per week and this, together with the payment under Clause 23, shall be the basic rate of pay for a Foreman.

TRAVELLING TIME

4. Workers covered by this Agreement shall be paid a minimum travelling time of one half-hour per day.

LONG SERVICE LEAVE

5. In accordance with the decision made by the Council on the 21st September 1970, workers employed under the provisions of this Agreement who have completed 20 years' continuous service shall be granted, once only, four weeks' long service leave, subject to:

- (a) The leave must be taken in one period.
- (b) Workers who had already served the qualification service on 21st September 1970, shall take the leave by 21st September 1980, and workers qualifying for this leave after 21st September 1970, shall take the leave within five years from the date of qualifying.
- (c) Payment for such leave is to be at the basic rate of wages of the employee at the time of taking the leave.

HOLIDAYS

6. In addition to the holidays as specified in Clause 12 of the Award, the Council shall allow to all workers covered by this Agreement two extra days per annum on pay to be taken at a time mutually agreed upon between the Council and the worker.

ANNUAL HOLIDAYS

7. After ten years' continuous service with the Council (i.e., at the end of the eleventh and successive years) and with effective date from 15th July 1974, workers covered by this Agreement shall become entitled to an annual holiday of four weeks per annum in lieu of the three weeks' entitlement pursuant to the Annual Holidays Amendment Act 1974.

SICK LEAVE

8. Workers employed under the provisions of this Agreement shall be eligible for the following sick leave entitlement on full pay when absent on account of sickness provided that on any occasion that the worker is unable to report for duty the worker arranges for some person to advise the Council's representative accordingly forthwith in order to be eligible for payment of sick leave and not later than first day of illness.

Continuous Service	Aggregate Period of Sick Leave on Full Pay
Up to six months	Nil
Over six months and up to one year	5 working days
Over one year and up to two years	14 working days
Over two years and up to three years	21 working days
Over three years and up to four years	28 working days
Over four years and up to five years	35 working days
Over five years and up to ten years	66 working days
Over ten years and up to twenty years	130 working days
Over twenty years and up to thirty years	196 working days
Over thirty years	260 working days

Should a worker be absent from duty on grounds of incapacitation, he must produce a satisfactory Medical Certificate for any sick leave taken beyond one working day, otherwise days taken beyond one working day shall be treated as leave without pay.

Payment for sick leave is to be at the basic rate of wages of the employee at the time of taking the leave.

COMPASSIONATE LEAVE

9. An employee may apply for compassionate leave on the death of a member of his immediate family (i.e., spouse, mother, father, brother, sister, or family). Such leave will normally be from the date of death to the date of interment or cremation inclusive, but could include additional days' leave in exceptional circumstances to be granted at the discretion of the General Manager and Town Clerk or his deputy.

Any such leave shall be paid at the basic wage rate of the employee at the time of taking the leave.

ACCIDENT COMPENSATION

10. In accordance with the decision of the Council of the 22nd day of April 1974, employees with sick leave entitlement are to be given the option of using this at 20 percent rate to make up their full wages or salaries from the commencement of the second and subsequent weeks in the case of a "work accident" and at a 100 percent rate for the first week and thereafter at 20 percent rate in the case of a "non-work accident".

RETIRING GRATUITIES

11. The Council shall continue to exercise its discretion in respect of retiring gratuities in accordance with the provisions of the Finance Act (No. 2) 1941, and its amendments.

SETTLEMENT OF DISPUTES

12. Sections 116 and 117 of the Industrial Relations Act 1973, relating to settlement of disputes and personal grievances shall be deemed to be included in this Agreement.

TERM OF AGREEMENT

13. This Agreement shall be deemed to have come into force on the 16th day of September 1974, and shall continue in force until the 15th day of September 1975.

In witness whereof the Common Seal of the Mayor, Councillors and Citizens of the Corporation of the City of Christchurch was hereby affixed this 21st day of May 1975, in the presence of:

P. J. R. Skellerup, Deputy Mayor.

J. H. Gray, General Manager and Town Clerk.

In witness whereof the Common Seal of the New Zealand (except Hawkes Bay, Wanganui, Westland, Otago and Southland Districts) Painters and Decorators, Glaziers and Signwriters Industrial Union of Workers, was affixed this 21st day of May 1975, in the presence of:

R. W. Hindle, President.

A. F. Ross, Secretary.