

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

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### (10295.) DUNEDIN CITY CORPORATION LINESMEN AND LINESMEN'S ASSISTANTS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and of section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, this 25th day of May, 1932, embodies the terms of the settlement arrived at by the assessors appointed for the hearing of the industrial dispute between the Dunedin and Suburban Electrical Workers' Industrial Union of Workers (hereinafter called "the union") of the one part, and the Dunedin City Corporation (hereafter called "the employers") of the other part, whereby it is mutually agreed by and between the said assessors as set out in the schedule hereto.

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#### SCHEDULE.

##### *Interpretation.*

1. (a) "Linesmen's work" shall mean and include the complete installation of overhead and underground electric light and power

mains from the supply-station to the point of connection to the consumer's premises, and the erection and connecting-up of transformers and street-lamps and all repair and maintenance work, in connection with overhead mains.

(b) "Linemen's assistants' work" shall mean and include the carrying-out of all necessary work in assisting linemen and under their direction. Any gang composed of five men or more shall contain two linemen.

#### *Wages.*

2. (a) The minimum rate of wages for linemen shall be 2s. 2½d. per hour.

(b) The minimum rate of wages for linemen's assistants shall be 2s. per hour.

(c) The minimum rate of wages for helpers in power-stations shall be 2s. per hour, and for battery-charging station attendants 2s. 2½d. per hour.

(d) If the linemen's assistants are temporarily employed as linemen they shall receive linemen's rate of pay for such time as they are so employed: Provided that if they are so engaged for any period they shall be paid not less than two hours at the linemen's rate of pay.

(e) Any man in charge of three or more men shall be paid 1s. 6d. per day extra, provided the job shall extend beyond two days.

(f) When a ganger is taken off a job and a linesman is left in charge for two hours or more in any one day, he shall receive ganger's wages for the actual time he was in charge.

(g) All rates of wages prescribed in this award shall be subject to the existing cut of 10 per cent., and any further adjustments made by order of the Arbitration Court.

#### *Employment of Youths.*

3. Youths may be employed at ground work only in the proportion of one youth to each gang of not less than four men, at the following rates of wages:—

		Per Week.		
	£	s.	d.	
Sixteen to seventeen years of age .. .. .	1	15	0	
Seventeen to eighteen years of age .. .. .	2	3	0	
Eighteen to nineteen years of age .. .. .	2	13	0	
Nineteen to twenty years of age .. .. .	3	3	0	

and thereafter at the rates prescribed in this award for linemen's assistants.

#### *Dirty Work.*

4. Dirt-money at the rate of 1s. per day or portion of a day shall be paid for all work done by any worker covered by the provisions of this award in storage-battery work, or on such other work as may

be mutually agreed upon as coming under the term "dirty work." As an alternative the employer shall supply suitable overalls for such work where required.

*Hours of Work.*

5. (a) Forty-four hours' work shall constitute a week's work. The working-hours shall be between the hours of 8 a.m. and 5 p.m. on five days of the week, and between 8 a.m. and 12 noon on Saturday.

(b) Should it be necessary to ration the work at any time during the currency of this award, then and in such case the number of hours shall not be less than forty hours for each worker during each working-week.

(c) In the case of any employer, where a worker turns out on a wet day and at the request of the foreman stands by for more than half an hour and does not subsequently work on that day he shall receive a minimum of one hour's pay.

*Overtime.*

6. (a) All time worked in any one day outside of or in excess of the hours provided in clause 5 hereof shall be paid for at the rate of time and a half for the first four hours, and double time for all further time so worked.

(b) If a worker is called from his home to work outside ordinary working-hours, he shall be paid for time occupied by him travelling from and returning to his home, calculated on the basis of four miles per hour, with a minimum of two hours' pay: Provided that where a conveyance is provided or a public conveyance is available the worker shall only be entitled to be paid for the time actually taken in travelling.

(c) If a worker is required to work outside the hours provided in clause 5 hereof, he shall be paid in respect of such work an additional sum equal to 10 per cent. of the wages earned by him, but shall not receive overtime rates of payment unless and until the daily number of hours (whether worked partly or wholly outside the prescribed hours) is exceeded.

(d) Employers shall allow meal-money at the rate of 1s. 6d. per meal when workers are called upon to work after 6 p.m., provided that workers cannot reasonably get home to their meals.

(e) Any worker having performed his ordinary day's work and having worked overtime at rates as provided herein until the ordinary time for commencing work next day, and being then required to continue working, shall be paid double time rates so long as he works continuously thereafter.

(f) Should a worker receive notification of his being called out prior to his ceasing his ordinary work, he shall in such case only be entitled to overtime rates for the time he has actually worked.

*Holidays.*

7. (a) For all time worked on Sundays and holidays as provided hereafter, or authorized from time to time by the employer, double time shall be paid.

(b) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Anniversary Day, Christmas Day, and Boxing Day.

(c) All workers who have been employed for a period of four months or more shall be entitled to ordinary wages in respect of the holidays mentioned.

(d) Double time for such workers shall mean the ordinary rate for time worked in addition to the day's pay.

(e) If any of the prescribed holidays is not generally observed in any locality in which the award operates, an employer may substitute any other day generally observed as a holiday in that locality.

*Suburban Work.*

8. (a) "Suburban work" means work performed by a worker at a distance of over a mile and a half from his employer's place of business (or some central place to be agreed upon) but which does not come within the definition of "country work."

(b) Workers shall be at the place where the work is to be performed at the hour appointed for the commencement of work, but if such place is distant more than one and a half miles from the employer's office or place of business workers employed thereon shall be allowed and paid for time reasonably occupied by them in travelling to and from such work beyond the one mile and a half, or they shall be conveyed to and from such work at the cost of the employer; but no worker residing less than a mile and a half by a convenient mode of access for foot-passengers from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause. All time travelled beyond the first mile and a half shall be allowed for at the rate of four miles an hour.

*Country Work.*

9. (a) "Country work" means work performed by a worker which necessitates his lodging elsewhere than at his usual place of residence.

(b) A worker employed on country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by his employer, but once only during the continuance of the work if the work is continuous and the worker is not in the meantime recalled by his employer.

(c) The employer shall provide every worker employed on country work with suitable board and lodging while so employed, but the employer in lieu of providing board and lodging may pay the worker at the rate of £1 10s. per week.

(d) Time occupied in travelling shall be paid for at ordinary rates, but no worker shall be paid more than an ordinary day's pay for any day occupied by him in travelling, even though the hours occupied may exceed eight hours, unless he is on the same day occupied in working for his employer.

(e) The employer may agree with a worker employed on country work that such worker shall work at ordinary rates in excess of the hours mentioned in clause 5 hereof on any day except Sunday.

(f) This clause, except subclause (e), shall not apply in any case where employment on country work does not involve any extra cost of living on the part of the worker.

#### *Preference.*

10. (a) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect to any worker coming within the scope of this award engaged since the 4th day of November, 1929, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union, upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

(c) The employer, when requested to do so by the secretary of the union, shall supply a list of workers coming within the scope of this award. Such list need not be supplied more often than once in each month.

*Under-rate Workers.*

11. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award 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 capability, 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 fourteen days' notice shall have been given to such worker by the secretary of the union, requiring him to have his wage again fixed in manner prescribed by 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 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.

*General Provisions.*

12. All necessary tools, including one knife each year, shall be provided by the employer. No fewer than two men shall be appointed to a ladder. Ladders shall not have metal conductors attached to them. Overcoats shall be supplied to workers free of charge, for use while at work only.

*Matters not provided for.*

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

*Scope of Agreement.*

14. This award shall apply only to the parties named herein.

*Term of Agreement.*

15. This agreement shall come into force on the 1st day of June, 1932, and shall continue in force until the 31st day of May, 1933.

In witness whereof the said assessors have executed these presents pursuant to the said section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, the day and year first before written.

Signed by the assessors appointed on behalf of the union—

J. ROBINSON.  
G. ARMSTRONG.  
V. R. PRINGLE.

Witness : Pat Hally, Conciliation Commissioner.

Signed by the assessors appointed on behalf of the employers—

JAMES J. MARLOW.  
F. WILKINSON.  
JOHN WILSON.

Witness : Pat Hally, Conciliation Commissioner.

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