

**NORTH CANTERBURY LOCAL-BODY LINESMEN, INSPECTORS,
AND SERVICEMEN.—INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this twenty-sixth day of August, 1938, between the Heathcote County Council and other employers parties hereto (hereinafter referred to as "the employers"), of the one part, and the Amalgamated Engineering and Related Trades' Industrial Union of Workers (Christchurch Branch), (hereinafter referred to as "the union"), of the one part, whereby it is mutually agreed by and between the said parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding

upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

Application of Agreement.

1. This agreement shall apply to linesmen, servicemen, and inspectors.

Definitions.

2. (a) "Linesmen's work" means and includes the complete installation of overhead electric light and power mains from the power-station to the point of connection to the consumer's premises, the erection and connecting-up of transformers and platforms, the connecting-up of street-lamps, and all repair and maintenance work in connection with overhead mains.

(b) "Inspector's work" means and includes the inspecting and testing consumer's installations, and such of the supply authority's electrical plant as comes within the scope of the Electrical Supply and Wiring Regulations 1935.

(c) "Servicemen's work" shall consist of attending to all faults and repairs upon reticulation and distributing systems, consumers' installations, and all appliances.

(d) "Charge hand" shall mean a linesman in charge of two or more additional linesmen employed on any linesmen's work and in charge of the job.

Wages.

3. (a) Servicemen shall be paid not less than £5 12s. 6d. per week.

(b) Linesmen shall be paid at the rate of not less than 2s. 8d. per hour.

(c) Inspectors shall be paid not less than £300 per annum, and such inspectors shall not be subject to the provisions of clauses 4 and 5 hereof.

(d) Charge hands shall be paid 1s. per day extra while in charge of two or more linesmen.

(e) All wages shall be paid in accordance with the practice existing at the date of the coming into operation of this agreement.

(f) Workers coming within the scope of this agreement shall not have their wages reduced in any case where a higher rate is being paid at the date of its coming into operation.

(g) No worker shall be permitted to work in connection with any live wires unless accompanied by an assistant, except in the case of renewal of service fuses.

Hours of Work.

4. (a) Forty hours shall constitute an ordinary week's work.

(b) The ordinary working-hours shall be eight per day on the first five days of the week, and shall be worked between the hours of 8 a.m. and 5 p.m.

(c) If, after having commenced work, it is necessary to cease owing to wet weather, the workers shall in each case be paid for a period of not less than four hours.

(d) Every endeavour shall be made to find work for regular hands during wet weather.

(e) Notwithstanding anything in the foregoing subclauses, servicemen may be worked 160 hours in a period of four weeks, providing that such hours shall not be worked on more than twenty-two days in each consecutive four-weekly period.

Overtime.

5. (a) All time worked in excess of or outside of the hours mentioned in clause 4 hereof as applying to linesmen in subclauses (a) to (d) or servicemen in subclause (e) shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) If at any time a worker other than a serviceman is called out after having ceased work, then the time so worked shall be paid for at ordinary overtime rates to be computed from the time of leaving his home to the time of his return, provided that, except in the case of renewal of service fuses, when this proviso shall not apply, a minimum payment of two hours at ordinary overtime rates shall be paid.

(c) Except in the case of servicemen, no worker shall be required to work more than four and a half hours continuously without an interval for a meal.

Holidays.

6. (a) The following holidays shall be allowed without deductions from wages: New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday (or any day observed

in lieu thereof), Labour Day, local Show Day (or any day observed in lieu thereof), Christmas Day, Boxing Day, and one other day to be mutually agreed upon. The local body, on request, shall notify the union of the additional day agreed on.

(b) Except in the case of servicemen, time worked on Sundays or any of the above-mentioned holidays shall be paid for as follows: Christmas Day and Good Friday, double time in addition to ordinary wages; any of the above-mentioned holidays, time and a half in addition to ordinary wages; Sundays, ordinary rate in addition to ordinary wages.

Annual Leave.

7. (a) A week's holiday on full pay shall be granted to all linesmen on completion of each continuous year of service. Servicemen and inspectors shall be granted two weeks' holiday on full pay on completion of each continuous year of service.

(b) In the event of a worker leaving his situation before the completion of a year's service he shall receive remuneration in proportion to his service in lieu of the above holiday.

(c) Annual leave shall be given at a period suitable to the employer, and, where possible, during the summer months.

Accidents.

8. A suitable ambulance first-aid outfit shall be supplied to each gang.

General Provisions.

9. Workers shall be supplied with best-quality rubber gloves and life-belts. They shall also be provided with gum boots, oil-skins, and sou'westers where necessary for use in wet weather on outside work. In the case of inspectors, two sets of overalls and waterproof leggings shall be supplied where necessary.

Matters not provided for.

10. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this agreement, every such dispute or difference shall be referred to a committee which shall be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any

such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union.

11. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union-which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

Under-rate Workers.

12. (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 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.

Scope of Agreement.

13. This agreement shall cover linesmen, servicemen, and inspectors employed by the signatories hereto and such other local bodies as may later sign the agreement.

Term of Agreement.

14. This agreement shall operate from the 1st day of September, 1938, and shall continue in force until the 31st day of March, 1940.

In witness whereof the parties hereto have executed these presents this 26th day of August, 1938.

The signatures of the undermentioned employers were hereunto affixed in the presence of:—

P.p. Heathcote County Council:

JNO. VEALE,
County Clerk and Treasurer.

Witness—James Ramsay.

Riccarton Borough Council:

R. SARJEANT, Town Clerk.

Witness—James Ramsay.

Sumner Borough Council:

J. R. MENZIES, Town Clerk.

Witness—James Ramsay.

Lyttelton Borough Council:

F. HOBBS, Town Clerk.

Witness—James Ramsay.

Waimairi County Council:

[L.S.] GEORGE S. COWPER, County Clerk.

Witness—James Ramsay.

The seal of the Amalgamated Engineering and Related Trades' Union (Christchurch Branch) was hereunto affixed in the presence of James Ramsay—

[L.S.] G. T. THURSTON, Secretary.