

DUNEDIN CITY CORPORATION **LINESMEN AND LINESMEN'S ASSISTANTS.**—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 2nd day of May, 1947, between the Corporation of the Mayor, Councillors, and Citizens of the City of Dunedin and the Dunedin and Suburban General Electrical Workers' Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 2nd day of May, 1947, between the Corporation of the Mayor, Councillors, and Citizens of the City of Dunedin, of the one part, and the Dunedin and Suburban General Electrical Workers' Industrial

Union of Workers, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 3rd day of June, 1947.

[L.S.]

A. TYNDALL, Judge.

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 its amendments, this 2nd day of May, 1947, between the Corporation of the Mayor, Councillors, and Citizens of the City of Dunedin (hereinafter referred to as "the employer"), of the one part, and the Dunedin and Suburban General Electrical Workers' Industrial Union of Workers (hereinafter referred to as "the union"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:—

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 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; also the patrolling of Halfway Bush - Waipori lines.

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

*Wages*

2. (a) The minimum rate of wages for linesmen shall be 3s. 2d. per hour.

(b) The minimum rate of wages for linesmen's assistants shall be 3s. per hour, but for the first four months of employment the rate shall be 2s. 10d. per hour.

(c) The minimum rate of wages for helpers in power-stations shall be 3s. per hour.

(d) High tension linesmen and cable-jointers shall receive not less than 2d. per hour in addition to the above rates.

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

(f) Any man employed temporarily as a ganger shall receive ganger's wages—viz., at the rate of 3s. per day in addition to the prescribed wages for linesmen—for the time actually so engaged as a ganger, but in no case less than two hours. A man placed in charge of two or more men shall be deemed to be a ganger.

#### *Employment of Youths*

3. Youths may be employed 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 ..	2	1	6
Seventeen to eighteen years of age ..	2	15	0
Eighteen to nineteen years of age ..	3	7	6
Nineteen to twenty years of age ..	3	17	6

And thereafter at the rates prescribed in this agreement for linesmen's assistants. The above rates for youths shall be retrospective to 1st July, 1945.

#### *Increase in Rates of Remuneration*

4. All rates of wages provided for in this agreement shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

5. Dirt-money at the rate of 2s. per day or portion thereof shall be paid for all work done by any worker coming within the scope of this agreement in cleaning out Diesel crank-cases,

cleaning transformers or oil tanks, stripping wire by the distillate method, or at work which, owing to its dirty nature, is more than ordinarily injurious to clothes, or on such other work as may be mutually agreed upon as coming within the definition of dirty work.

#### *Hours of Work*

6. (a) Forty hours shall constitute a week's work. The working-hours shall be between the hours of 8 a.m. and 4.30 p.m. on five days of the week, from Monday to Friday inclusive.

(b) All workers coming within the scope of this agreement with a minimum of four months' service shall be guaranteed a minimum of forty hours' work each week, exclusive of overtime, except as provided for in clause 7 (e).

#### *Overtime*

7. (a) All time worked in any one day outside or in excess of the hours prescribed in clause 6 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

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

(c) Any worker required to work outside the hours prescribed in clause 6 hereof shall be paid in respect of such work an additional sum of 10 per cent. of the wages earned by him, but he shall not receive overtime unless and until the daily number of hours (whether partly or wholly worked outside the prescribed hours) is exceeded.

(d) The employer shall allow meal-money at the rate of 2s. per meal when workers are required to work after 5.30 p.m., provided that workers cannot reasonably get home to their meals.

No worker shall be required to work more than five hours without a meal.

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

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

(g) Crib-time when working overtime to be paid for.

(h) Time worked between midnight and 6.30 a.m. shall be paid for at the rate of double time.

8. (a) For all time worked on Sundays and holidays double time rates shall be paid from the time the worker leaves his home until he returns thereto.

(b) The following shall be the recognized holidays: New Year's Day, the day following New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Anniversary Day or day in lieu thereof, Christmas Day, Boxing Day, and Anzac Day, and such other additional holidays as may from time to time be authorized by the employing body. For all work performed on any of the aforesaid days, double time rates shall be paid. Double time rates for such work shall mean the ordinary rate for time worked in addition to the ordinary day's pay.

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

(d) All employees coming within the scope of this agreement with twelve months' service shall be granted an annual leave of ten working-days on full pay. Any employee with six months' service but less than twelve months' service shall be granted a proportionate holiday on full pay.

(e) If any of the holidays, other than Anzac Day, prescribed in subclause (b) hereof shall fall on a Sunday, the holiday shall be observed on the following Monday.

#### *Suburban Work*

9. (a) "Suburban work" means work performed by a worker at a distance of over a mile and a half from the Electricity Department Workshop in Cumberland Street, or some central place to be agreed upon, but which does not come within the definition of country work.

(b) Workers employed on suburban work shall be at the mile and a half boundary by a reasonable mode of access for trucks at the hour appointed for the commencement of work, and they shall be returned to the said boundary at the hour appointed for the cessation of work.

### *Country Work*

10. (a) "Country work" means work performed by a worker at a distance 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.

(c) The employer shall provide every worker employed on country work with suitable accommodation while so employed at the rate of 7s. per working day or part thereof.

(d) Once in each fortnight the employer shall provide a truck to return men employed on country work to the city for the week-end on Friday and again to take them back to the country work on the following Monday: Provided that time lost on such Fridays and Mondays shall be made up by the men during the week.

(e) 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.

(f) Notwithstanding anything contained in clause 6 hereof, 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 6 hereof on any day except Saturday and/or Sunday.

### *General Provisions*

11. All necessary tools, including one knife each year, shall be provided by the employer. No fewer than two employees shall be appointed to a ladder when working on live wires. Ladders shall not have metal conductors attached to them. Overcoats shall be supplied to workers free of charge for use while at work only. Crib-time of ten minutes shall be allowed each morning without deduction of wages.

*Matters not provided for*

12. Any dispute in connection with any matter not provided for in this agreement shall be settled between the representative of the employer and the president or secretary of the union, and in default of any agreement being reached, such dispute shall 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 fourteen days after such decision shall have been communicated to the party desiring to appeal.

*Workers to be Members of Union*

13. (a) It shall not be lawful for the employer 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 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 the employer 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.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Under-rate Workers*

14. (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 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 such 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 an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

#### *Term of Agreement*

15. This agreement shall come into force on the 21st day of November, 1946, and shall continue in force until the 31st day of March, 1948.

In witness whereof the common seal of the Corporation of the Mayor, Councillors, and the Citizens of the City of Dunedin, as employer was hereunto affixed in the presence of:—

[L.S.]

D. C. CAMERON, Mayor.  
R. WALLS, Councillor.

In witness whereof the common seal of the Dunedin and Suburban General Electrical Workers' Industrial Union of Workers was hereunto affixed in the presence of:—

[L.S.]

G. H. HELLYER, President.  
V. R. PRINGLE, Secretary.