

INVERCARGILL CITY COUNCIL **ELECTRICAL WORKERS—**  
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 23rd day of August, 1949, between the Mayor, Councillors, and Citizens of the City of Invercargill and the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' 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 23rd day of August, 1949, between the Mayor, Councillors, and Citizens of the City of Invercargill, of the one part, and the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' 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 26th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

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INVERCARGILL CITY COUNCIL ELECTRICAL WORKERS—  
INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 23rd day of August, 1949, between the Corporation of the Mayor, Councillors and Citizens of the City of Invercargill (hereinafter referred to as "the employer"), of the one part, and the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' 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:—

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. That the said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement, and by the 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.

### *Definitions*

1. This award shall apply to all workers in the employ of the City Council (Electricity Department), who, by virtue of their training and/or regular employment under one of the following definitions are qualified to belong to the electrical trade.

(a) "Electrical inspector" means a qualified and registered inspector whose work includes the inspecting and testing of all consumers' installations, the maintenance and installation of meters and other instruments and equipment on consumers' premises, and those of the Supply Authority, such as comes within the scope of the Electrical Supply and Wiring Regulations, 1935, and its amendments.

(b) "Test room technician" means a worker who, being a registered electrical wireman, carries out test room work and assists the senior electrical inspector, and under his direction and guidance.

(c) "Leading linesman" means a former "linesman" who, by virtue of his qualifications, knowledge and experience, is appointed by the electrical engineer as senior in charge of all electrical lines workers employed by that authority: and carries out lines foreman's duties in an acting capacity when called upon to do so.

(d) "Linesmen's work" shall mean installation of all outdoor overhead electrical wiring and includes the complete installation and repair of overhead electric light mains from the supply station to the consumers' point of supply and the erection and connecting-up of transformers and street lamps.

(e) "Linesman's assistants' work" shall mean and include the carrying-out of all necessary work in connection with assisting linesmen and under their direction.

(f) "Charge hands" shall mean any employee who shall be appointed from time to time to take charge of construction, repair, maintenance, or operation of any electrical or mechanical apparatus whatsoever.

## Wages

2. (a) Workers shall be classified, and the following shall be the minimum rates of pay:—

	Column A. Payable From 7th Oct., 1948 to 31st May, 1949.			Column B. Payable On and From 1st June, 1949.		
	1st Year.	2nd Year.	3rd Year and after.	1st Year.	2nd Year.	3rd Year and after.
Inspectorial Staff—	Per Annum. £	Per Annum. £	Per Annum. £	Per Annum. £	Per Annum. £	Per Annum. £
Senior electrical inspector..	525	530	535	525	530	535
1st electrical inspector ..	500	505	510	500	505	510
2nd, 3rd, and 4th electrical inspector	485	490	495	485	490	495
Test Room Staff—						
Test room technicians ..	415	425	435	415	425	435
Lines Department—		Per Week. £ s. d.			Per Week. £ s. d.	
Linesmen .. ..		7 10 0			7 16 8	
Linesmen's Assistants: Over two years' experience		7 1 8			7 9 2	
Linesmen's Assistants: Under two years' experience		6 18 4			7 3 11	

(b) Electrical inspectors and test room technician shall not be subject to hours of work and overtime as per clause 3 and 4 hereof, and no additional payment shall be made to them in the event of their being called upon to work on Saturdays, Sundays or holidays.

(c) No deductions shall be made from the wages of weekly workers except for time lost through the workers' sickness, accident, or default. Linesmen and linesmen's assistants employed for less than one week shall be deemed to be casual workers and shall be paid for time worked plus 10 per cent. additional on the *pro rata* weekly wage.

(d) If workers employed (temporarily in doing work of a higher grade) they shall be paid at the rate of that grade, with a minimum of two hours at such higher grade rate of pay: Provided that if such worker is employed at such higher grade rate of pay for more than 50 per cent. of his weekly hours he shall be paid the higher rate for the whole of that week.

(e) Change-hand or leading hand shall be paid 3d. per hour extra with a minimum of 2s. per day extra, or part of a day, whilst so engaged.

(f) Linesmen or linesmen's assistants performing the work of a cable jointer shall be paid 3d. per hour with a minimum of 2s. per day in addition to his usual rate of pay, while so employed.

(g) From the 7th October 1948 to 31st May 1949 the following provision shall apply: "Where by virtue of the fact that linesmen and linesmen's assistants are required to have a knowledge of, and to work on H.T. lines and tramway overhead trolley system in Invercargill City, and to maintain both, the weekly remuneration shall be increased by 1½d. per hour with a minimum of 5s. per week."

On and from 1st June 1949 the foregoing provision shall cease to have effect, and the following provision shall apply: "Workers, while employed repairing or overhauling on live H.T. lines 3,000 volts or over, shall be paid 1s. per day, or part of a day, in addition to wages specified in this agreement."

(h) Workers coming within the scope of this award shall not have their wages reduced in any case where a higher rate is now being paid while they continue in the present employment.

#### *Hours of Work*

3. (a) Forty hours shall constitute an ordinary week's work, of which eight hours shall be worked on each day from Monday to Friday inclusive, to be worked between the hours of 7.30 a.m. and 5 p.m.

(b) The hours of work for linesmen and linesmen's assistants shall be 7.30 a.m. to 4.30 p.m. with sixty minutes for lunch.

#### *Overtime*

4. (a) All time worked in any one day outside of or in excess of the hours provided for in clause 3 above shall be paid for at the rate of time and a half for the first three hours and double time for all further time so worked: Provided, further, that all time worked after 10 p.m. on any day and before the commencing hour on the following day shall be paid for at double rates. All overtime is to be computed and paid for on a daily basis.

(b) Any worker having worked continuously for twenty-four hours inclusive of intervals for meals shall not be required to continue working without his consent. If he does continue working he shall be paid double rates for all times worked on the second day.

(c) Any worker having completed sixteen consecutive hours' work inclusive of meal periods shall not be permitted to continue working on H.T. lines unless lines are dead, except in case of emergency.

(d) Any worker having worked all day and having continued to work till after midnight shall be given eight hours off or be paid double rates for all time worked on the second day. 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.

(e) If a worker is called back to work after reaching his home he shall be paid a minimum of two hours at rate and a half up to 9 p.m., and double time thereafter, calculated from the time of leaving and returning to his home.

(f) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting of such traffic, any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the starting of such traffic, shall be paid for time occupied in travelling to or from his home computed on three miles per hour at ordinary rate of pay. This does not apply where transport is provided by the Department either to or from the worker's home, or both. Public wheeled traffic shall mean trams, buses, or trains, ordinarily used by the workers travelling to and from their work.

(g) No worker shall be required to work more than four and a quarter hours continuously without an interval of at least three-quarters of an hour for a meal: Provided that this meal interval may be reduced to half an hour by mutual agreement.

(h) Meal-money: Where a meal is not provided, the employer shall allow meal-money at the rate of 2s. 6d. per meal when workers are called upon to work overtime after 6 p.m. or 1 p.m. Saturday, provided they cannot reasonably get home for their meals and return to work in one hour.

(i) Supper and crib time when working overtime shall be paid for.

(j) No worker, other than troublemen, shall work overtime on Friday night except on breakdown work, and no worker shall work more than sixty-eight hours in any week.

### *Dirty Work*

5. While engaged in such work, the rate of 2s. per day or portion of a day, shall be paid to all workers covered by this award who are required to work on the reconditioning of transformer oil, and cable joint-boxes, or compound-filled bushings, and such other work as mutually agreed upon between the employer and the union.

### *Holidays*

6. (a) Workers employed by the Electricity Department shall receive the following holidays without deductions from pay: New Year's Day, and the working-day following New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Anzac Day, Christmas Day, Boxing Day, Labour Day, Anniversary Day, (or a day in lieu thereof), and such other additional holidays as may from time to time be authorized by the employing body.

If any of the above holidays (except Anzac Day) fall on a Saturday or a Sunday, such holidays shall be observed on the next working day or days.

(b) All work done in excess of three hours on Saturday morning, and all work done after noon on Saturday or on a Sunday shall be paid for at double rates.

(c) Subject to the provisions of the Factories Act, time worked on the said holidays shall be paid for at double rates.

(d) Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act, 1944.

(e) Inspectors and test room personnel shall be entitled to three weeks' annual holiday on full pay.

(f) "Full pay" is the pay normally received by the workers at each pay period, exclusive of overtime, or other penal rate allowances.

### *General Conditions*

7. (a) Workers who provide themselves with necessary overcoat and leggings for use in wet weather on outside work shall receive 1s. 6d. per week allowance.

(b) It shall be the duty of the employer to provide suitable accommodation wherein employees may keep their clothes, good ventilation, and proper sanitary arrangements; also a sufficient supply of boiling water at meal-hours and for washing at knock-off times. Workers shall be allowed a rest period of ten minutes each morning and afternoon to be mutually arranged between employee and employer.

(c) An employer shall provide reasonable facilities for supplying warmth for men working in workshops in cold weather.

(d) Soap and towels to be supplied by employer as per Factories Act. Towels to be laundered weekly at employer's expense.

(e) No worker shall be required to work a ladder over 10 ft. in length unless suitable assistance is available.

(f) The proportion of assistant linesmen to linesmen shall not exceed three assistants to two linesmen except in the case of new construction where special temporary gangs may be formed under the leadership of a "charge-hand."

(g) Two suits of overalls shall be supplied annually, or as required, to all workers.

#### *Termination of Employment*

8. In the case of hourly workers, two hours' notice shall be given by either party. In the case of weekly workers, one week's notice shall be given by either party; but nothing in this clause shall prevent the summary dismissal of a worker for misconduct or other good cause.

#### *Matters Not Provided For*

9. Any dispute in connection with any matter not provided for in this award 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 a Conciliation Commissioner, who may either decide 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 fourteen days after such decision shall have been communicated to the party desiring to appeal.

#### *First Aid Kit*

10. (a) A modern first aid emergency case, fully equipped, shall be kept in a convenient and accessible place in every works, also provision for a supply of hot water at short notice.

(b) Facilities shall be provided for rendering first aid in the case of accident to workers while working outside the employer's place of business.

(c) The St. John Ambulance first-aid compressed kit shall be the first-aid case to be kept as required in subclause (a), and shall be open to inspection once a month by a union official.



*Improvers*

11. An apprentice at the end of five years' service may be employed as an improver either by the employer with whom he served or by another employer at a rate to be fixed by the union representative and the employer concerned, until he receives his licence: Provided that he shall take every opportunity to secure such licence, but in no case shall he be employed as an improver for a longer period than two years: Provided, always, that an apprentice who has passed the examination set for workers under the Electrical Wiremen's Registration Act, 1925, or its amendments, shall rank as a journeyman on completion of five years' service as an apprentice, and shall not be required to serve as an improver.

*Right of Entry*

12. The union secretary or any other person duly appointed shall be allowed access to any workshop at any time for the purpose of interviewing any worker coming within the scope of this award upon business connected therewith; and the employer shall give recognition to any worker who is appointed shop steward.

*Under-rate Workers*

13. Court's clause.

*Workers to be Members of Union*

14. Court's clause.

*Term of the Award*

15. This agreement, in so far as it relates to salaries and wages, shall be deemed to have come into force on Thursday, 7th October, 1948, and in so far as all other conditions are concerned shall operate from date approved by the Court and shall continue in force for two years thereafter.

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

ABRAHAM WACHNER, Mayor.

W. F. STURMAN, Town Clerk.

In witness whereof the common seal of the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers was hereunto affixed in the presence of—

[L.S.]

J. NEALE, Secretary.