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**TIMARU CITY COUNCIL MECHANICS, LINESMEN, ETC.—INDUSTRIAL AGREEMENT**

*[Filed in the Office of the Clerk of Awards, Christchurch]*

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 12th day of November 1962, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, (hereinafter called "the union") of the one part and the Timaru City Council (hereinafter referred to as "the employer") of the other part:

That, as between the parties hereto, the terms, conditions, stipulations, and provisions contained and set out in the Schedule hereto, shall be binding upon the said parties, and the said terms, conditions, stipulations and provisions shall be and are hereby incorporated in and declared to form part of this agreement: That the said parties hereto shall observe and perform every matter and thing by this agreement and by the said terms, conditions, and provisions required to be 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. Any failure to observe the conditions, stipulations and provisions contained herein shall be deemed to be a breach of this industrial agreement.

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**SCHEDULE**

*Industry to Which Agreement Applies*

1. This agreement shall apply to all workers for whom provision is made in this Schedule and who are employed by the Timaru City Council.

*Definitions*

2. (a) "Mechanic" means motor mechanic, testing station mechanic, welder blacksmith or fitter.

(b) "Electrician" shall mean a registered worker employed on electrical installations and repairs.

(c) "Charge-hand" shall mean an electrician or linesman in charge of two or more other electricians or linesmen employed on any electricians' or linesmen's work and in charge of the job, or a mechanic other than a foreman, specifically directed by employer to have charge of four or more adult workers. This subclause shall not apply to servicing work.

(d) "Linesmen's work" shall mean and include the complete installation, maintenance, and repair of overhead and underground electric power mains, from the supply station to the point of connection to the consumer, the erection and connection up of transformers and street lamps, and shall include axeman's work.

(e) "Linesmen's assistants work" shall mean and include the carrying out of all necessary work in assisting linesmen and under their direct supervision.

(f) "Servicing work" shall consist of attending the faults and repairs upon reticulation and distribution systems, consumers' installations and electrical appliances.

*Wages*

3. (a) The minimum rates of wages shall be as follows:

	Per Week		
	£	s.	d.
Mechanic .....	16	7	6
Motor Mechanic—			
"A" Grade .....	18	0	10
Certified .....	17	0	0
Greaser .....	14	17	6
Cleaner .....	13	15	0
Electrician .....	16	7	6
Electrician with advanced certificate .....	17	0	10
Serviceman with limited registration .....	15	10	10
Linesmen .....	15	8	4
Linesmen certified .....	15	18	4
Linesmen assistant .....	14	11	8
Cable jointer .....	15	13	4

*Service Bonus*—There shall be added to the weekly wage paid at the foregoing rates and in accordance with the other provisions of this agreement, a bonus for continuous service with the city council as follows:

	Per Week	
	s.	d.
After 6 months' service but less than 2 years .....	1	8
After 2 years' service but less than 4 years .....	5	0
After 4 years' service .....	10	0

This bonus is not to be included in calculating overtime rates or any additional payment and is only payable to workers who are in the employment of the city council at 14 December 1960.

The appropriate increment to be paid from the date of the agreement comes into force, based upon service with the council at that date.

Casual workers shall be paid an hourly rate of one-fortieth of the weekly rates above.

"Casual worker" is one who is employed for less than two consecutive weeks.

(b) Charge hands shall receive 4½d. per hour in excess of the rate prescribed in subclause (a) hereof.

(c) Any man temporarily appointed as a charge hand shall be paid 4½d. per hour in excess of his ordinary rate for the first four hours in any day, but if employed as a charge hand for more than four hours in any day he shall be paid a minimum of 2s. 10d. for that day.

(d) A competent assistant with two or more years' experience shall be rated and paid as a linesman.

(e) An electrician or linesman instructed to stand-by for servicing work on any day except Saturday or Sunday or a statutory holiday, shall be paid one hour's pay per day at ordinary rates if not called out. Such workers instructed to stand-by on a Saturday, Sunday or a statutory holiday shall be paid one hour's pay per day at overtime rates if not called out. If called out, overtime rates as set out in clause 5 (a) shall be paid, but the stand-by payment shall not then be payable.

(f) All wages shall be paid weekly but not later than Thursday in the pay week unless otherwise mutually arranged.

(g) An employer shall be entitled to make rateable deduction from the wages of any worker for time lost through the workers sickness, accident or default or his absence through no fault of the employer.

(h) Youths may be employed in a proportion not greater than one youth to each three men employed on lines and not more than one youth in each gang.

A youth shall be afforded the opportunity of learning all branches of line work; the syllabus of training shall generally be in accordance with that agreed to between the union and the Power Supply Authorities Engineers' Institute, and the list of skills and operations to be taught shall be listed and filed with the union in each instance. During the first year of employment such youths shall be employed on ground work. The rates of pay shall be as follows:

				Per Week		
				£	s.	d.
17 years but less than 18 years	.....	.....	.....	9	0	0
18 years but less than 19 years	.....	.....	.....	10	0	0
19 years but less than 20 years	.....	.....	.....	11	0	0
20 years but less than 21 years	.....	.....	.....	12	0	0

And thereafter the current rates of pay for a linesman.

### *Hours of Work*

4. (a) Forty hours shall constitute an ordinary weeks work, and eight hours an ordinary working-day.

(b) Unless otherwise provided herein, the daily hours shall be worked between 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday; Provided that one mechanic, one greaser and one cleaner may be required to commence work at 6.30 a.m. and in such case, each shall be paid one half an hour extra per day at ordinary rates.

(c) In the case of hourly workers every endeavour shall be made to find suitable work in wet weather.

### *Overtime*

5. (a) All time worked in excess or outside of the hours mentioned in clause 4 hereof shall be paid at the rate of time and a half for the first three hours and double time thereafter. Computation of overtime shall be on a daily basis. All time worked between 10 p.m. and 6 a.m. shall be paid at double time rates and supper time and crib time when so working shall be paid for, provided that if work is commenced at 4 a.m. or earlier, the time worked up to 8 a.m. will be paid for at double time rates.

(b) Except in the case of renewal of fuses, or operation of switches, when the minimum shall be one hour, a minimum of two hours shall be paid for all overtime which is not continuous with the ordinary working hours, time to be computed from time of leaving place of residence until return: Provided however, that such minima shall not apply where a worker is again called out within one hour of the expiry of his minimum period of his previous call-out in the case of renewal of fuses or operation of switches, or within two hours of the expiry, of his minimum period for his previous call-out in other cases, when in such case he shall be paid for the actual time worked. This subclause shall apply to servicing work.

(c) No worker shall be required to work for more than four and a half hours continuously without an interval for a meal.

(d) In the case of workers who cannot reasonably journey to and from their home for meals being required to work overtime after 6 p.m. on any day the worker shall be paid 5s. for tea money or in lieu thereof the employer may provide a suitable meal. Workers leaving the job not later than 6 p.m. and travelling to the depot and arriving before 7 p.m. shall not be entitled to meal money. This payment shall not be subject to the increase specified in the Court's general order. If overtime is continuous, this allowance shall be paid for every period of four hours overtime, except that overtime work previously arranged on Saturday or Sunday shall not entitle the worker to meal money unless he is required to work after 6 p.m.

(e) Any worker having worked all day and night shall not be required to continue working without his consent. If he does continue working he shall be paid double time rate for all time worked on the second day until an eight hour break is allowed. 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.

(f) Workers other than those employed on servicing work who work overtime which is not continuous with the ordinary working hours shall be paid a minimum of one hour at overtime rate, the time to be computed from time of leaving place of residence until return.

### *Holidays*

6. (a) The following shall be the recognised holidays and no deductions from wages shall be made in respect of such holidays: New Years' Day, 2 January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day or a day to be substituted therefore (of which at least three days' notice shall be given) to be mutually arranged between the parties, always provided that should any of the above fall on a Saturday or Sunday, (except Anzac Day) the holidays or holiday shall be observed on the following days or day.

(b) Workers who are entitled to be paid for the holidays set out in subclause (a) hereof shall be all those who have been working at any time during the fortnight ending on the day on which the holiday occurs. No payment over and above the ordinary week's wages shall be made to any worker for a holiday which falls on what is not ordinarily a working day except for work actually performed on such day.

Except as elsewhere provided herein, for all time worked on recognised holidays, double time shall be paid in addition to the day's pay. For work performed on Sundays double time shall be paid.

### *Annual Leave*

7. (a) Holidays in accordance with the Annual Holidays Act, shall be allowed.

(b) Annual leave shall be given at a period to be mutually arranged and where possible during the summer months.

*Rest Period*

8. A rest period not exceeding 10 minutes shall be allowed to all employees each morning and afternoon and when working overtime at times to be mutually arranged.

*General Provisions*

9. (a) All necessary tools shall be provided by the employer, but in lieu thereof the employer may elect to pay to any worker the sum of 1½d. per hour extra as a tool allowance.

(b) Where it is agreed between the union and the employer that overalls are necessary, two suits of overalls per annum shall be supplied and replaced where necessitated by fair wear and tear. Overalls shall be laundered at the employer's expense.

(c) Workers shall, when necessary, be supplied with best quality gloves and lifebelts when working live overhead work, and best quality gloves and mats when on live underground work; and servicemen linesmen and linesmen's assistants shall be supplied with oilskins and sou'westers and gum boots where necessary.

(d) When a worker coming within the scope of this agreement is required to drive a van, car or truck in the performance of his work the fee for his driver's licence shall be paid by his employer.

(e) Where trucks are used for transporting workers, where possible, suitable water-proof covers and supports shall be supplied to give shelter. Where practicable, seating accommodation shall be provided.

(f) Except for the purpose of replacing fuses, no worker shall be allowed to work on live high-tension work on a pole unless accompanied by at least one man.

(g) No live line work shall be done in wet weather excepting on essential faults unless recognised safety equipment is provided.

(h) Dirt money at the rate of 3s. per day or portion of a day shall be paid for all work done by any worker, covered by the provisions of this agreement in foundries, tunnels, or repairing damage done by fire where the worker comes into contact with charred materials, or in freezing chambers while freezing is being carried on, or storage battery work involving the handling of acid or burning copper, or other work such as dirty installation work or demolition work which may be agreed upon as between the employer and the union as coming under the term "dirty work".

(i) Workers required to repair machines using tar or bitumen or hydraulic hoist oil or to handle cross-arms wet with preservative or to apply preservatives to cross-arms shall be paid 4½d. per hour extra. Preservatives for the purpose of this agreement shall be perterlinium, tar-oil, red lead or other preparation injurious to the clothes or flesh of the worker.

(j) Employees while working with transformer oil (other than in drums) shall be paid 3s. per day extra.

(k) Workers, other than motor mechanics employed on oxy-acetylene, coal gas, or electric welding except on spot or butt-welding machines, for less than four hours in a day shall be paid 1s. 10½d. per day extra: for more than four hours in a day 3s. 2d. per day extra.

(l) Hot and cold water, soap and towels shall be provided at the depot.

*Higher-grade Workers*

10. Any worker put to work on a higher grade shall receive the wages of such grade while so employed.

*Accident Provisions*

11. A suitable first-aid outfit shall be maintained at each depot and a compressed kit shall be supplied to each gang.

### *Termination of Employment*

12. One week's notice of termination of employment shall be given by either party but this shall not affect the employer's right to dismiss worker without notice for misconduct. A worker who fails to give one week's notice of termination of employment shall be liable to forfeit at the discretion of the employer an amount equivalent to one week's wages.

### *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 Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

### *Unqualified Preference*

14. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement, shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof, commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclause (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

(NOTE—Attention is drawn to section 174 (h) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

### *Under-rate Workers*

15. (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 14 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 in 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*

16. This agreement shall apply only to the parties named herein.

### *Term of Agreement*

17. This agreement in so far as it relates to wage rates specified in clause 3 (a) and 3 (b) shall be deemed to have come into force on the 1st day of July 1962 and so far as all the other conditions of this agreement are concerned, it shall come into force on the day of the date hereof: and shall continue in force until the 30th day of June 1964.

The common seal of the Timaru City Council was affixed hereto in the presence of:

[L.S.]

C. E. THOMSON, Mayor.  
J. A. GOODWIN, Town Clerk.

The common seal of the New Zealand, Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers was affixed hereto in the presence of:

[L.S.]

P. GARDENER, President.  
G. W. SCOTT, Secretary/Treasurer.