

DUNEDIN CITY CORPORATION LINEMEN, LINEMEN'S ASSISTANTS AND  
ELECTRICIANS—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Dunedin]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 18th day of February 1963, 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 Otago and Southland 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

*Industry to Which Agreement Applies*

1. This agreement shall apply to linemen, linemen's assistants, cable jointers and electricians employed in the Electricity Department of the Dunedin City Council.

*Interpretation*

2. (a) "Certificated linemen's work" shall mean and include any work involving the erection, repair or maintenance of any overhead line consisting of wire or wires or other conductor which is

- (i) supported above ground; and
- (ii) alive or liable to become alive; and
- (iii) used for conducting, transmitting, or distributing electricity; or
- (iv) used for communication or control purposes

and includes any support, pole, crossarm, insulator, street light switchgear, fuse gear, instrument and any other thing, whether of a similar kind or not, connected with and used for the purposes of an overhead line, provided that such work lies within the scope of the training and experience required by the Electric Linemen Act 1959 for certification of an electric lineman.

(b) "Assistant linemen's work" shall mean and include any work involved in

- (i) assisting certificated linemen; and
- (ii) any work involved in or associated with the erection, repair or maintenance of any overhead line which is not "prescribed work" as set out in the Electric Linemen Act 1959.

(c) "Cable jointers work" shall mean and include any work involving the jointing, terminating and repairing of cables used normally for transmitting, distributing or supplying electricity or for communication or control purposes, by underground means.

(d) "Cable layers work" shall mean and include all work required in preparing for and laying underground cables.

(e) "Electrician's work" shall mean work which comes within the scope of the (New Zealand) Government Electrical Supply and Wiring Regulations: and such work shall include the constructing, erecting, installing, wiring, maintaining, and repairing of all classes of electric lighting and signs and power appliances, and of any appliances which require a practical knowledge of electricity.

(f) The employer may employ any worker on work other than his ordinary duties and shall pay him not less than the rates of pay prescribed for such work in any appropriate award or industrial agreement and in any case not less than his ordinary rate of pay.

*Wages*

3. (a) The following shall be the minimum rates of wages:	Per Hour	
	s.	d.
Certified H.T. linemen	8	2
Certified linemen	7	9½
Cable jointers E.H.T.	8	6
Cable jointer - Grade I	8	2
Cable jointer - Grade II	7	9½
Linemen's assistants	7	3
Cable jointers assistants	7	3
Cable layers - Grade I	7	2
Cable layers - Grade II	7	1
Electricians	8	2

A bonus of 8s. 9d. per week shall be paid to assistant linemen who have passed the Linemen's School Examination such bonus to be added nett after all other calculations of pay have been completed.

(b) Where an assistant lineman is placed in charge of one or other of the department's post hole diggers or employed permanently on tree cutting work, provided that he is declared proficient in this work by the City Electrical Engineer, he shall be paid an additional 3d. per hour.

(c) (i) A leading hand shall be appointed to each permanent gang at all times and whilst acting as leading hand shall be paid 2s. per day in addition to his normal rate.

(ii) Except as provided for in clause 3 (d) hereof there shall be only one leading hand in each gang.

(iii) The leading hand shall act as ganger during the temporary absence of the ganger. Should the leading hand be acting as ganger for a continuous period in excess of one day he shall, after the first day, be paid ganger's allowance whilst so acting provided that should a leading hand be in charge of a gang throughout the whole of the hours worked on a Saturday or a Sunday or a holiday he shall be paid the ganger's allowance for that day.

(iv) Whilst a leading hand is acting as ganger or absent from the gang his position as leading hand shall be filled by another employee who shall be paid at the leading hand rate after the first day.

(d) A worker placed in charge of two or more men shall be a line ganger and shall be paid 6s. per day in addition to the prescribed wages for linemen. A H.T. lineman placed in charge of two or more men shall be a H.T. line ganger and shall be paid 8s. per day in addition to the prescribed wages for H.T. linemen.

A lineman or H.T. lineman who is placed in charge of one man for a period in excess of one week shall be paid the leading hand rate after the expiration of the first week.

Any man temporarily engaged as a ganger who does not receive the leading hand rate shall be paid the ganger's allowance as above for the time actually engaged as ganger but in no case less than two hours.

Where a gang of 10 or more men is working on the same project the ganger in charge shall be paid, while so working, at the rate of 1s. per day in addition to the above allowance, and a man placed in charge of any section of this gang shall be paid as a leading hand.

(e) An additional 1½d. per hour shall be paid to each worker covered by this agreement who has been employed continuously by the Electricity Department for one year or more in one of the positions to which this agreement applies or who subsequently completes one year under the agreement.

(f) Any worker required to perform E.H.T. testing shall be paid 10s. per day extra and an additional 5s. per day where testing is required to be done on sub-station structures.

#### *Employment of Youths*

4. Youths may be employed in the proportion of two youths to each gang of not less than four men at the following rate of wages:

	Per Week		
	£	s.	d.
15 to 16 years of age .....	6	10	0
16 to 17 years of age .....	7	10	0
17 to 18 years of age .....	8	10	0
18 to 19 years of age .....	10	10	0
19 to 20 years of age .....	12	0	0

And thereafter at the rates prescribed in this agreement for linemen's assistants.

Youths under the age of 17 years may be employed anywhere in the department where their services may be utilised to advantage.

#### *Exclusion of Court Order*

5. The general order of the Court of Arbitration dated 4 July 1962, which increased rates of remuneration prescribed by awards and industrial agreements by an amount equal to 2½ per cent thereof shall not apply to this agreement.

#### *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) No worker shall work more than five hours without an interval of at least 30 minutes for a meal.

(c) An interval of 10 minutes shall be allowed in the morning and afternoon without deduction from pay.

#### *Shift Work*

7. Notwithstanding anything provided for any other clause hereof, shifts may be worked as required by the employer. Forty hours shall constitute an ordinary week's work to be worked on five days of the week, eight hours per day Monday to Friday, and shall be paid for at 10 per cent additional to the rates provided in clause 3.

#### *Overtime*

8. (a) All time worked in any one day outside or in excess of the hours prescribed in clauses 6 and 7 hereof and all time worked on a Saturday or a Sunday shall count as overtime and shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all time paid for after noon on Saturday or on Sunday or between 10 p.m. and 6.30 a.m. on any day shall be at double ordinary rates.

(b) If a worker is called from his home to work outside the ordinary working hours he shall be paid a minimum of two hours at the appropriate overtime rates.

(c) Except as provided in subclause (h) of this clause workers called out from their homes shall be paid for the time actually occupied in travelling from and returning to their homes when called out outside the ordinary hours of work or on a Sunday or a holiday with a maximum of one hour's pay, at the appropriate rates, for each return trip. Where the worker uses his own private vehicle for this purpose with the department's approval, he shall be reimbursed according to the Public Service vehicle rates.

(d) Travelling time shall be paid for all work done on a Sunday or holiday in the same manner as provided in subclause (c) hereof.

(e) The rate of pay for travelling time shall be the same as if the time was actually worked.

(f) Any worker who is employed between the normal time for ceasing work and the normal time for commencing work on the following day shall be paid 5s. for every occasion when he is required to take an interval of half an hour for a meal under clause 6 (b) of this agreement unless a meal is provided by the employer.

(g) Except as specially provided for in subclause (a) of this clause payment for overtime shall be made at the rate of time and a half for the first two hours worked in any period between the normal time for ceasing work and midnight of the same day, and at double time thereafter which double time rate shall continue until the worker has been signed off for a period of four hours. Provided that where the worker by reason of being signed off for a period of four or more hours is unable to complete a full eight hours' work before 4.30 p.m. on any day, he shall be paid for eight hours work at ordinary rates for that day.

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

(i) When working overtime, the time taken for refreshments shall be paid for.

#### *Holidays*

9. (a) The employer shall allow the following paid holidays to any worker employed within the fortnight ending on the day on which the holiday occurs: Christmas Day, Boxing Day, New Year's Day, the day following that upon which New Year's Day is observed, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign and Anniversary Day.

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

(c) For all time worked on any of the above-mentioned days double ordinary rates shall be paid in addition to the payment for the holiday. If a worker is required to work on any holiday he shall be paid for a minimum period of two hours.

(d) Two weeks' annual holiday shall be granted to each worker.

(e) Workers who have been employed by the Dunedin City Corporation for ten (10) years shall be allowed an additional week's annual leave on full pay, provided that any worker now employed who may leave the service after 28 November 1958, and thereafter be again employed under this agreement or any worker who joins the service after 28 November 1958, shall require to serve continuously for 10 years before qualifying for the additional week's leave.

#### *Terms of Employment*

10. (a) All workers coming within the scope of this agreement with a minimum of four months' service shall be guaranteed a minimum of 40 hours' work each week, exclusive of overtime.

(b) No deduction, which is not authorised by the worker, shall be made from the weekly wage except for the worker's sickness, accident, or default.

(c) One week's notice of the termination of the employment shall be given to employer or employee but this shall not prevent the summary dismissal of a worker for wilful misconduct.

(d) No worker, having been absent from his work without leave, shall resume work without reporting to the foreman. A worker having absented himself for five or more days without leave shall be deemed to have terminated his employment. In either event, if the worker concerned not having been absent for one month is re-employed on reporting to the foreman, his service shall be deemed to be continuous for all purposes.

#### *Tools*

11. (a) *Lineman and Assistants*—All reasonably necessary tools and pouches shall be supplied by the employer and the employee shall be responsible for same. The City Electrical Engineer shall be the sole judge of what is reasonably necessary.

(b) *Electricians*—Workers shall provide the following tools: pliers, screw-drivers, brace and bits, footprints, hammer, hacksaw, frame, chisels, padsaw handle. The employer shall provide all other necessary tools for which the worker to whom the tools are issued shall be responsible. A tool allowance of 1½d. per hour shall be paid to each worker.

#### *Overalls*

12. All employees shall be paid an overall and clothing allowance of 6s. per week.

#### *General Provisions*

13. (a) No fewer than two employees shall be appointed to a ladder when working on live wires.

(b) Ladders shall not have metal conductors attached to them.

(c) P.V.C. safety helmets, short waterproof coats and waterproof trousers shall be supplied to all reticulation workers, free of charge, for use while at work only. An allowance of 2s. 6d. will be paid to those employees who supply their own gumboots, or alternatively, the employer will supply gumboots, free of charge, for use while at work only, and will pay 1s. 6d. per day for each day on which the foreman considers it necessary to wear gumboots.

(d) *Dirty Work*—Dirt money at the rate of 2s. 6d. per day or portion thereof shall be paid for all work which, owing to its dirty nature, is more than ordinarily injurious to clothes, but in lieu of this payment cable jointers shall be paid 5s. per week for every week they are actually on the job. The payment of 5s. per week to cable jointers in lieu of dirt money, as provided for herein, shall be added after all other calculations of pay have been completed. Workers actually handling sewage shall be paid 5s. per day dirt money in lieu of 2s. 6d. as provided for above, provided that where in the opinion of the City Electrical Engineer or his representative the rate of 5s. per day is considered inadequate due to exceptionally dirty or offensive conditions this rate of 5s. per day may be increased to 7s. 6d. per day.

(e) Any worker required to work in a used sewer chamber or outfall at any drainage board sewage pumping station or otherwise required to come into contact with faecal matter in a sewerage plant shall be paid double time with a minimum of two hours, in lieu of any payment under subclause (d).

(f) Workers employed on hammer and drill or gad work, or operating power vibrators, mechanical rammers or pneumatic breakers or using explosives shall receive 2½d. per hour extra.

(g) Gloves shall be provided for workers engaged on work for which it is mutually agreed that such protection is warranted.

(h) Cable jointers jointing cables and other employees using compressed air picks in confined manholes shall be paid 5s. per day extra.

(i) *Height Money*—Where work has to be done on towers at a height of 50 ft or more above ground, an allowance of 5s. per day shall be made.

*Right of Entry*

14. The secretary or other authorised officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

*Matters Not Provided For*

15. 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 within 14 days after such decision shall have been communicated to the party desiring to appeal.

*Workers to be Members of Unions*

16. (a) Any person engaged or employed in any position or employment subject to this industrial agreement by any employer bound by this industrial agreement shall, if he is not already a member of a union of workers bound by this industrial 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 industrial agreement so long as he continues in any position or employment subject to this industrial 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 industrial agreement.

(d) Every employer bound by this industrial agreement commits a breach of this industrial agreement if he continues to employ any worker to whom subclauses (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.

*Under-rate Workers*

17. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wages as may from time to time be fixed, on the application of the workers 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 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.

#### *Standby Duty*

18. (a) The union shall provide sufficient qualified men to maintain a satisfactory roster for standby duty. Workers on standby duty shall be paid:

				Per Day
				s. d.
Monday to Friday	.....	.....	.....	5 0
Saturday to Sunday	.....	.....	.....	17 6
Holidays	.....	.....	.....	25 0

(b) Standby on weekdays shall be counted from the normal week-day time for ceasing work until the normal week-day time for commencing work the following day.

(c) Standby on Saturdays, Sundays and holidays shall be counted from the normal week-day time for starting work and shall continue for 24 hours thereafter.

#### *Term of Agreement*

19. This agreement in so far as it relates to wages shall be deemed to have come into force on the 1st day of October 1962 and in so far as all other conditions are concerned shall be deemed to have come into force on the date of the making thereof and shall continue in force until the 30th day of September 1964.

Signed for and on behalf of the Mayor, Councillors and Citizens of the City of Dunedin—

J. C. LUCAS, Town Clerk.

Signed for and on behalf of the Dunedin and Suburban General Electrical Workers' Industrial Union of Workers—

W. C. McDONNELL, Secretary.