

INVERCARGILL CITY COUNCIL ELECTRICITY DEPARTMENT LINEMEN, LINE-
MEN'S ASSISTANTS, ELECTRICIANS, AND SUB-STATION ATTENDANTS—
INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 15th day of July 1965 between the Corporation of the Mayor, Councillors and Citizens of the City of Invercargill of the one part and (hereinafter referred to as "the employer") and the Otago and Southland 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, electricians, and sub-station attendants employed by the Electricity Department of the Invercargill City Council.

Definitions

2. (a) "Leading lineman" means a former lineman, who, by virtue of his qualifications, knowledge and experience is appointed by the electrical engineer as senior in charge of all electrical line workers employed by the authority, and who carries out line foreman's duties when called upon to do so.

(b) "Linemen's work" shall mean the installation of all outdoor overhead electrical wiring and includes the complete installation and repairs of overhead electric mains lines from the supply station to the consumers' points of supply and the erection and connecting up of transformers and street lamps; all such work being as defined by "prescribed work" in accordance with section 19 of the Electric Linemen Act 1959.

(c) "Linemen's assistants' work" shall mean and include the carrying out of all necessary work in connection with assisting linemen and under their direction; all such work being defined by section 20 of the Electric Linemen Act 1959.

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

(e) "Cable jointers' and substation fitters' work" shall mean the installation of metal sheathed and impregnated underground cable and substation equipment; such worker may also be employed as a lineman when so required by the employer but shall not suffer any loss of wages while so employed.

Wages

3. (a) The following shall be the minimum weekly wages:		Per Week		
		£	s.	d.
Cable jointers grade 1 and sub station fitters	..	18	10	0
Cable jointers grade 2 and certified linemen	..	17	12	6
Cable jointers assistants and trainee linemen—First				
year	.. .. .	16	0	0
Thereafter	.. .. .	16	10	0
Sub-station attendants	.. .. .	16	5	0
Registered electricians	.. .. .	18	12	6
Electricians with limited registration	.. .. .	17	15	0

(b) No deduction shall be made from the wages of weekly workers except for time lost through the worker's sickness, accident or default. Workers 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.

(c) If workers are employed temporarily 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 a worker is employed at such higher grade rate of pay for more than 50 per cent of his weekly hours he shall be paid at the higher rate for the whole of that week.

(d) The charge hand or leading hand shall be paid 7s. per day extra while so employed.

(e) Workers casually employed as a cable jointer shall be paid 6d. per hour extra with a minimum of 3s. 4d. per day while so employed.

(f) Workers, while employed repairing or overhauling on live HT line 3,000 volts or over, or working on LT lines on the same structure as the said HT live line shall be paid 8d. per hour additional with a minimum of 1s. 3d. per day.

(g) Adult workers with 12 months or more continuous service with the Invercargill City Council Electricity Department shall be paid a service bonus of 8s. per week: and after five years of such service this bonus shall be increased to 12s. per week.

(h) An electrician holding the Electricians Advanced Trade Certificate shall be paid an additional 15s. per week.

(i) 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 to 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 electric 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 following shall be the minimum weekly rates of wages.

			Per Week		
			£	s.	d.
Sixteen to 17 years of age	..	..	8	10	0
Seventeen to 18 years of age	..	..	10	0	0
Eighteen to 19 years of age	..	..	12	0	0
Nineteen to 20 years of age	..	..	14	0	0
Thereafter the rates provided for linemen's assistants.					

Hours of Work

4. 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.

Shift Work Sub-station attendants

5. (a) Forty hours shall constitute an ordinary week's work: the ordinary shift hours shall be eight.

(b) Not less than one shift shall separate two working shifts. Should a worker be required to alter his shift not less than one week's notice shall be given on either side except in cases of emergency when the engineer in charge shall have the sole right to decide.

(c) Shifts shall rotate weekly whenever possible.

(d) When a week's work includes a rostered shift on a Saturday or on a Sunday the following rates shall apply:

For all time worked per shift on a Saturday—time and a half rates.

For all time worked on a Sunday—double time rates.

(e) A shift allowance of 5s. 6d. per shift shall be paid on all shifts.

(f) Any worker called back to work on his rostered day off shall be paid double rates for all time worked on that day.

Overtime

6. (a) All time worked in any one day outside or in excess of the hours provided in clauses 4 and 5 shall be paid for at the rate of time and a half for the first three hours and double time thereafter; provided that all overtime worked between 10 p.m. and 7.30 a.m. 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 24 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 at double rates for all time worked on the second day.

(c) Any worker having completed 16 consecutive hours inclusive of meal times shall not be permitted to continue working on HT lines unless the lines are dead.

(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 this eight hour 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 at double time thereafter calculated from the time of leaving to the time of 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 and 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 at 3 miles per hour at ordinary rates of pay. This does not apply when transport is provided by the department either to or from the worker's home or both. Public wheeled traffic shall mean 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 provide meal money at the rate of 5s. 6d. per meal when workers are called upon to work overtime after 6 p.m. on any day or after 1 p.m. on Saturday provided they cannot reasonably get home for a meal and return to work within one hour.

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

(j) No worker other than trouble men shall work overtime on Friday night except on break down work and no worker shall work more than 68 hours in any one week.

Dirty Work

7. While engaged on such work the rate of 3s. 6d. per day or portion of a day shall be paid to workers who are required to work on the reconditioning of transformer oil and cable joint boxes or compound filled bushings, and such other work as may be mutually agreed upon between the employer and the union.

Holidays

8. (a) The following shall be allowed as holidays: New Year's Day and the two following days; Good Friday; Easter Monday and the day after; Anzac Day; Queen's Birthday; Dominion Day and Picnic Day or days in lieu thereof; Labour Day; Christmas Day; Boxing Day and the day following. The provisions of the Public Holidays Act 1910 and its amendments which deal with the observance and payment for holidays which fall on a Saturday or on a Sunday shall apply to the holidays specified in this clause.

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

(c) Any time worked on the said holidays shall be paid for at double rates.

(d) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944: Provided that a worker on the completion of the eleventh and each subsequent year of continuous service with the same employer shall be allowed three week's holiday annually.

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

General Conditions

9. (a) Workers who provide themselves with necessary overcoats and leggings for use in wet weather on outside work shall receive 2s. 4d. 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 times and for washing at knock off time. Workers shall be allowed a rest period of 10 minutes morning and afternoon at a time to be mutually agreed upon between the employer and the employee.

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

(d) Soap and towels shall be supplied by the employer, the towels to be laundered at the employer's expense.

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

(f) The proportion of assistant linemen to linemen shall not exceed three assistants to two linemen 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

10. Except in the case of casual 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. The notice for casual workers shall be two hours.

Stand-by for Emergency

11. Workers required to stand by for emergency purposes on roster shall be paid the following amounts:

			Per Night		
			£	s.	d.
For standing-by Monday to Friday..	..	..	0	6	0
For standing-by Saturday	..	..	0	18	6
For standing-by Sunday ..	..	..	0	18	6
For standing-by holidays (clause 8)	..	..	1	6	6

Matters Not Provided For

12. Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer and the secretary of the union, and in default of any agreement being arrived at then such dispute shall be referred to the Conciliation Commissioner for the district who shall 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.

First Aid Kit

13. (a) A modern first aid kit fully equipped shall be kept in a convenient and accessible place on each of the department's vehicles and at the depot.

(b) 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 for inspection once a month.

(c) All employees shall be instructed at least once per month on the methods of artificial respiration, bandaging, and stopping of bleeding.

Sick Leave

14. Employees with under two years of service to be allowed full pay for a period not exceeding one week in any one year. Employees with service over two years and up to five years to be allowed full pay for a period not exceeding two weeks in any one year, and employees who have service of five years or over to be allowed full pay for a period not exceeding one month in any one year whilst absent from work through sickness. After the expiry of the above periods on full pay half pay to be granted for similar periods if the employee is still absent from duty through sickness. These provisions shall not apply where accumulated leave clause is more beneficial to the employee.

A medical certificate must be furnished by the employee to his employer in support of the employee's claim for sick pay, such medical certificate to be in the hands of the City Council or its chief executive officer not later than 12 noon on the third day that the employee is off duty through sickness, otherwise payment of wages will cease. In the case of a junior worker under the age of 18 years a medical certificate must be furnished, but the City Council will bear the cost of such certificate and the City Council reserves the right to nominate the medical officer to examine the employee and furnish the certificate.

If sickness does not occur in any year, sick leave up to one week shall accumulate for the following years of service if sickness occurs later, but with a maximum of three months' sick leave on full pay followed by an equal term on half pay.

For the purposes of calculating sick leave "service" shall mean continuous service with the City Council, and shall be calculated as from the appointment of the employee to the City Council's service.

Right of Entry

15. (a) The secretary of the union 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 agreement upon business connected therewith but not so as to interfere unreasonably with the employer's business, and the employer shall give recognition to any worker who is appointed as a shop steward.

(b) The employer shall, once every six months, if requested, supply a list of workers in his employment to the secretary of the union.

Under-rate Workers

16. (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 capabilities, his past earnings, and such other circumstances 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 the 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 the 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 the employer before employing a worker at such lower wage to examine the permit or agreement by which such wage is fixed.

Unqualified Preference

17. (a) Any adult person engaged or employed in any position or employment subject to this agreement shall, if he is not already a member of the 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 the 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 the 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 the 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 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.

Term of Agreement

18. This agreement shall, in so far as wages are concerned be deemed to have come into force on the 1st day of April 1965 and in so far as the other conditions are concerned it shall come into force on the day of the date hereof and shall continue in force until the 30th day of September 1966.

Signed on behalf of the Otago and Southland Electrical Workers Industrial Union of Workers:

W. C. McDONNELL, Secretary.

Signed on behalf of the Mayor, Councillors and Citizens of the City of Invercargill.

N. L. WATSON, Mayor.
L. A. BEST, Town Clerk.