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**Invercargill City Council Linemen,  
Linesmen's Assistants, Electricians  
and Control Station Attendants—  
Collective Agreement (Voluntary)**

**Dated 25/11/74**

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Note: See clause 22 herein for the date on which rates of wages come into force.

# UNDER THE INDUSTRIAL RELATIONS ACT 1973

## REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Invercargill City Council Linemen, Linemen's Assistants, Electricians and Control Station Attendants Dispute of Interest between the Corporation of the Mayor, Councillors and Citizens of the City of Invercargill and Otago and Southland Electrical Workers Industrial Union of Workers.

The Industrial Commission, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Commission pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule hereto and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Industrial Commission has hereto been affixed and the President of the Commission has hereunto set his hand, this 25th day of November 1974.

(L.S.)

G. O. Whatnall, President.

Section 65 and 66

Regulation 9(4)

## UNDER THE INDUSTRIAL RELATIONS ACT 1973 SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of the Invercargill City Council Linemen, Linemen's Assistants, Electricians and Control Station Attendants dispute of interest between the Corporation of the Mayor, Councillors and Citizens of the City of Invercargill and the Otago and Southland Electrical Workers Industrial Union of Workers.

To the Registrar of the Industrial Commission:

We hereby submit to you a signed copy of the terms of a voluntary settlement of the above-mentioned dispute of interest arrived at by the parties pursuant to section 65 of the Industrial Relations Act 1973 for registration by the Industrial Commission as a collective agreement.

Dated at Invercargill this 26th day of August 1974.

F. R. Miller, Mayor.

Signature of Parties:

C. G. Jenkins, Authorised Agent for the Union.

P. W. Jones, Town Clerk, Authorised Agents for the Employers.

## SCHEDULE

### INDUSTRY TO WHICH AGREEMENT APPLIES

1. This Agreement shall apply to Linemen, Linemen's Assistants, Electricians and Control Station Attendants employed by the Invercargill City Council.

### DEFINITIONS

2. (a) "Ganger" means a lineman who by virtue of his qualifications knowledge and experience, is appointed by the Electrical Engineer to be in charge of a group of linemen or cable jointers employed by the Authority and who may be required to carry out overseers duties when called upon to do so.

(b) "Lineman" is a worker who is the holder of a Certificate of Competency issued by the Linemen's Training Committee and whose work includes the installation of electric lines to the point of supply of the consumers premises, and/or the erection of transformer platforms, all repair and maintenance work in connection with the aforesaid electric lines and controlling apparatus thereto, such cable jointing as does not require a wiped joint, and all other associated work incidental thereto.

(c) "Lineman Trainee" is a worker who is engaged in the carrying out of all necessary work in assisting linemen and under their direct supervision.

(d) "Charge Hand" means 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 Joiner" is a worker whose duties include all work in connection with jointing, connecting and repairing cables normally designed for underground use from the point of supply to the supply authority to the point of connection to the consumers premises, and may include the carrying out of any necessary connections to overhead lines. 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.

Cable jointers shall be classified Grades I or II according to ability, skill and experience.

(f) "Electrical Fitter" is a worker whose duties include the construction erection, installation, repairing, assembling and maintaining of all classes of electrical apparatus used in the generation and distribution of electricity where specialised knowledge is required.

(g) "Cable Jointers Assistant" is a worker whose duties include assisting the cable joiner or cable joiner supertension and who works under his direction.

(h) "Electrician Registered" is a worker registered as an electrician under the Electricians Act 1952.

(i) "Electrical Mechanic" is a worker registered as an electrical mechanic under the Electricians Act 1952 and employed on work authorised by that act or by any regulation thereunder, including:

1. Wiring installation work under the general supervision of an electrical technician or electrician.
2. Servicing of appliances.
3. Replacing of defective accessories.
4. Replacing of fuse-links and flexible cords.

(j) "Meter Tester/Repairer/Erector" is a worker whose duties include the routine testing, repairing, and adjustment of meters, time switches and relays, and the installation of meters, time switches and relays on consumers premises.

(k) "Control Station Attendant" is a worker whose duties rotate on a regular roster throughout each 24 hours of the year to attend to the normal day to day

functional operation of the equipment at the Central Control Station. In an emergency he is required to operate the equipment and substation switchgear under the direction of a qualified engineering officer.

(l) "Instrument Tester and Repairer" is a worker who is able to do the work of a meter tester/repairer/erector and in addition, calibrates, repairs, tests and adjusts all types of relays, communication equipment, metering equipment and other instruments.

### WAGES

3. (a) The following shall be the minimum weekly wage:

	Per Week	Per Hour
	\$	\$
Electricians registered .. .. .	89.68	2.24.2
Electrical Fitter registered .. .. .	92.20	2.30.5
Cable Jointer Grade I (H.T.) .. .. .	86.48	2.16.2
Cable Jointer Grade II (L.T.) .. .. .	83.20	2.08.0
Lineman Certificated .. .. .	80.16	2.00.4
Lineman Certificated two years .. .. .	83.20	2.08.0
Cable Jointers Assistants on appointment .. .. .	71.20	1.78.0
Cable Jointers Assistant one year .. .. .	72.48	1.81.2
Cable Jointers Assistant two years .. .. .	75.64	1.89.1
Lineman Trainee on appointment .. .. .	71.20	1.78.0
Lineman Trainee after one year .. .. .	72.48	1.81.2
Lineman Trainee after two years .. .. .	75.64	1.89.1
Electrical Mechanic .. .. .	88.44	2.21.1
Instrument Tester/Repairer unregistered .. .. .	86.48	2.16.2
Control Station Attendants .. .. .	79.76	1.99.4
Youths under 17 years of age .. .. .	44.44	1.11.1

(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 the time worked plus 10 per cent additional on the pro rata weekly wage.

(c) If workers are employed temporarily at work of a high 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 high 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) Gangers shall be paid \$1.71.84 per day extra while so employed. Charge Hands shall be paid \$1.17.68 per day extra while so employed.

(e) Workers casually employed as a cable jointer shall be paid 8.57 cents per hour extra with a minimum of 51.64 cents per day extra while so employed.

(f) Workers required to work on the same structure that carries live E.H.T. line shall be paid 10.62 cents per hour extra with a minimum of 18.06 cents per day.

(g) Workers receiving adult rates with twelve months or more continuous service with the Invercargill City Council shall be paid a service bonus of \$1.14 per week and after five years of such service this bonus shall be increased to \$2.23 per week.

(h) An electrician holding the electricians Advanced Trades Certificate shall be paid an additional 8.57 cents per hour.

(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. Upon attaining the age of 17 years such youths shall be classified as for trainee linemen.

(j) When linemen and trainee linemen are required to use the additional skill associated with termination and splicing of 400/230 volts plastic insulated underground cable, they shall be paid an additional 2.63 cents per hour while so employed.

#### SPECIAL PAYMENT FOR REGISTRATION

4. In addition to the wage rates prescribed for registered electricians, and electrical fitters and instrument testers and repairers registered as electricians, an electrician who has applied for registration, paid the appropriate fee and received his registration shall be paid \$2.06 per week extra. This payment takes into account the qualifications, responsibilities, obligations, restrictions and penalties imposed by the Electricians Act 1952 and its amendments with particular reference to:

- Section 10—Restrictions on registration;
- Section 11—Qualifications for registration;
- Section 14—Mode of registration;
- Section 17—Cancellation of registration;
- Section 20—Persons who may do electrical wiring work;
- Section 24—Inspection of electrical wiring work;
- Section 27—Suspension or removal of name from register where work is defective;
- Section 30—Board of Appeal;
- Section 31—Offences—Work dangerous to life;
- Section 32—Offences—False or fraudulent representations to Board;
- Section 37—Regulations.

#### HOURS OF WORK

5. Forty hours shall constitute an ordinary week's work, of which eight hours shall be worked each day from Monday to Friday inclusive to be worked between the hours of 7.30 a.m. and 5.00 p.m.

#### CONTROL STATION ATTENDANTS—SHIFT WORK AND HOLIDAYS

6. (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 not 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 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 99.0 cents 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.

(g) Shift workers who have been employed for twelve months shall receive four weeks (20 working days) holiday on full pay for each period of twelve months' service arranged. This clause shall apply only to those employees who shall work on a seven day per week roster.

(h) Any shift-worker who has been employed for three months and over, upon his discharge or on leaving of his own accord, or being transferred to other work than shift-work shall be entitled to holiday pay pro rata at full rates for any period in respect of which no such holidays have been granted.

(i) Any casual part time or day shift worker who has worked on shift shall be entitled to one day's holiday on full pay for each month he has so worked, provided that he does not exceed the maximum of holidays provided for permanent shift-workers.

(j) In lieu of the statutory holidays provided for in clause 10 hereof shift-workers who are rostered for duty on any of these statutory holidays shall be paid double time for the time worked plus one day's pay at ordinary rates of wages and shift-workers whose day or days off between rostered shifts falls on any of those holidays (except Anzac Day) shall receive a day's pay at ordinary rates of wages for any such day or days.

### OVERTIME

7. (a) All time worked in any one day outside or in excess of the hours provided in clauses 5 and 6 shall be paid for at the rate of time and a half for the first three hours and at double time rates thereafter; Provided that all overtime worked between 10.00 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 time 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 H.T. lines unless the lines are dead.

(d) Any worker having worked all day and having continued to work till after midnight shall be given 7 hours off or shall be paid double rates for all time worked on the second day. Where by reason of this seven hour break he loses ordinary time on the second day such time shall be paid for at ordinary rates with a maximum of 7 hours pay without work.

(e) If a worker is called back to work after reaching his home he shall be paid a minimum of 2 hours at rate and a half up to 9.00 p.m. and at double time thereafter calculated from the time of leaving to the time of returning to his home.

(f) No worker shall be required to work continuously for more than 4½ hours 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.

(g) Meal Money—Where a meal is not provided the employer shall pay meal money at the rate of \$1.00 per meal when workers are called upon to work overtime after 6.00 p.m. on any day or after 1.00 p.m. on Saturday provided they cannot reasonably get home for a meal and return to work within 1 hour.

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

(i) 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.

### TRAVELLING TIME

8. Any worker required to commence work after the cessation of public wheeled traffic or before the starting of such traffic shall be paid for the 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.

### DIRTY WORK

9. While engaged on such work the rate of 56.89 cents 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

10. (a) The following shall be allowed as holidays: New Year's Day and two days following; New Zealand Day; 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 1955 and its amendments which deal with the payments for holidays which fall on a Saturday or a Sunday shall apply to the holidays specified in this clause.

(b) All time worked in excess of 3 hours on a Saturday morning and all time worked after noon on Saturday and on Sunday shall be paid for at double rates.

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

(d) Except as otherwise provided every worker shall at the end of each year of his employment by any employer become entitled to an annual holiday of two weeks paid on the basis of the worker's average weekly taxable earnings, provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. Provided that a worker on the completion of the seventh and each subsequent year of continuous service with the same employer shall be allowed 3 weeks holiday annually. For the purpose of calculating a worker's average weekly taxable earnings for the year the employer may fix a close-off date other than the anniversary date of the worker's commencement of employment.

(e) For the purpose of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act 1944.

### SPECIAL HOLIDAYS FOR LONG SERVICE

11. (a) A worker shall be entitled to special holidays as follows:

(i) One special holiday of two weeks after the completion of 20 years and before the completion of 30 years of continuous employment with the same employer.

(ii) One special holiday of three weeks after the completion of 30 years and before the completion of 40 years of continuous employment with the same employer.

(iii) One special holiday of five weeks after the completion of 40 years of continuous service with the same employer.

(b) Should a worker have completed 30 years of continuous service with the same employer prior to the date of the agreement he shall not be entitled to the special holiday provided in paragraph (i) of sub-clause (a) of this clause. Should a worker have completed 40 years of continuous service with the same employer prior to the date of this agreement he shall not be entitled to the special holiday as provided for in paragraph (i) or (ii) of sub-clause (a) of this clause.

(c) All such special holidays provided for in sub-clause (a) of this clause shall be on ordinary pay as defined by the Annual Holidays Act 1944 and may be taken in one or more periods and at such time or times as may be agreed by the employer and the worker.

(d) If a worker having become entitled to a special holiday leaves his employment before such holiday has been taken he shall be paid in lieu thereof.

(e) The provisions of this clause shall not apply where an employer has in operation or brings into operation an alternative scheme for rewarding service, which is not less favourable to the worker than the foregoing, including any bonus or gratuity or superannuation scheme (whether or not such scheme is solely at the cost of the employer, but no less cost to the employer than the cost involved in providing special holidays under this clause.)

(f) No worker shall during any period when he is on special holiday engage in any employment for hire or reward.

### GENERAL CONDITIONS

12. (a) Workers who provide themselves with necessary overcoats and leggings for use in wet weather on outside work shall receive 37.48 cents 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.

(c) 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.

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

(e) Soap and towels shall be supplied by the employer, the towels to be laundered at the employers expense.

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

(g) The proportion of trainee 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.

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

(i) Where a worker provides himself with and wears safety footwear of a type approved by the employer, the employer shall reimburse such worker with the cost of one pair of safety footwear per year provided that such worker has been employed by him for not less than three months.

### TERMINATION OF EMPLOYMENT

13. 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.

### STANDBY FOR EMERGENCY

14. Workers required to standby for emergency purposes on roster shall be paid the following amounts:

	Per Night
	\$
Monday to Friday ..	1.02
Saturday ..	3.05
Sunday ..	3.05
Holidays (Clause 10) ..	4.36

### FIRST AID KIT

15. (a) A modern first aid kit fully equipped shall be kept in a convenient and accessible place on each of the departments 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 sub-clause (a) and shall be open for inspection once a month.

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

### SICK LEAVE

16. Employees with over three months of service to be allowed full pay for a period not exceeding 10 days in any one year and employees who have service for 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.

Employees with less than three months service do not qualify for sick leave.

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 the accumulation 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 if sick leave exceeds two days at any one time, 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 the days not taken 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.

If an employee uses all the days due in any one year including accumulated leave, the next year such employee shall be allowed full pay for a period not exceeding ten days and half pay for a similar period if such an employee has less than five years service with the Council and full pay for a period not exceeding one month with half pay for a similar period if such an employee has had service with the Council for five years or over.

For the purpose of calculating sick leave "service" shall mean continuous service with the Council, and shall be calculated as from the appointment of the employee to the Councils service.

Note—The additional accumulation provided for in this agreement which is beyond that stated in earlier agreements shall apply only as from 1st April, 1971.

### DISPUTES

17. (1) The procedure set out in the succeeding provisions of this Clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on:

(a) The interpretation of this instrument; or

(b) Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

(2) Either the workers union or the employer or employers who are parties to any such dispute may invoke the procedure.

(3) The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be:

(a) Mutually agreed upon by the parties; or

(b) If there is no such agreement, either a conciliator or a person appointed by him.

(4) A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either:

(a) Make a decision, which shall then be the decision of the committee; or

(b) Refer the dispute forthwith to the Industrial Court for settlement.

(5) Subject to the right of appeal conferred by sub-clause 6 of this clause, the decision of the committee shall be binding on the parties to the dispute.

(6) Any party may appeal to the Industrial Court against a decision of the committee or any part of that decision. The appellant shall:

(a) Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and

(b) Within 7 days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and

(c) Specify in each such notice the decision or the part of the decision to which the appeal relates.

(7) The essence of this clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that:

(a) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;

(b) While the provisions of this clause are being observed no such employer shall, by reason of the dispute dismiss any worker directly involved in the dispute.

Note—This clause has been inserted in accordance with the requirements of Section 115 of the Industrial Relations Act 1973).

### PERSONAL GRIEVANCES

18. (1) For the purposes of this clause, the expression "personal grievance" means any grievance that a worker may have against his employer because of a claim that he has been unjustifiably dismissed, or that other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.

(2) The standard procedure for the settlement of any personal grievance shall include the following:

(a) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure.

(b) As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin.

(c) Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his

immediate supervisor would be inappropriate, the worker shall notify the branch secretary or secretary or a duly authorised representative of his union, who, if he considers there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative.

- (d) If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker's grievance, and of the issues, for all subsequent consideration of the case.
  - (e) The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding 3) nominated respectively by the union and the employer, with or without a chairman as the parties may decide.
  - (f) The employer shall have the right to be assisted or represented before the grievance committee by an employer's organisation.
  - (g) If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court.
  - (h) The reference to the court may be made by the employer or his representative, or by the worker's union or its representative, or by both.
  - (i) The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a decision or award by way of final settlement which shall be binding on the parties.
  - (j) It shall be the duty of every party to the award or agreement to promote the settlement of personal grievances under the procedures herein before provided and to abstain from any action that might impede the effective functioning of the procedures.
- (3) For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen:
- (a) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute.
  - (b) While the provisions of the procedure of the settlement of the personal grievance are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.
- (4) Any statements made or information given in the course of any proceedings before a grievance committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.
- (5) In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this clause may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:
- (a) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him.
  - (b) His reinstatement in his former position or in a position not less advantageous to him.
  - (c) The payment to him of compensation by his employer.
- Note—(This clause has been inserted in accordance with the requirements of Section 117 of the Industrial Relations Act 1973).

#### RIGHT OF ENTRY

19. (a) The Secretary of the union or any 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 6 months, if requested, supply a list of workers in his employment, coming within the scope of this agreement, to the secretary of the union.

#### UNDER RATE WORKERS

20. (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 and Agreements 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 6 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 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 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 and Agreements 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

21. (a) Any adult person engaged 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 sub-clause (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 of employment subject to this agreement.

(c) Every worker obliged under sub-clause (a) hereof to become a member of the Union who fails to become a member of the union as required by that sub-clause 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 sub-clause (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 sub-clause (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 104 of the Industrial Relations Act 1973 which gives to workers the right to join the union.

#### TERM OF AGREEMENT

22. This Industrial Instrument shall be deemed to have come into force on the 1st day of July, 1974 and shall continue in force until the 30th day of June, 1975.

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

C. G. Jenkins, Secretary. Y.

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

F. R. Miller, Mayor.

P. W. Jones, Town Clerk.

#### MEMORANDUM

It is hereby recorded that the terms of settlement in so far as wage rates, special payments and allowances are concerned are related to those fixed in the Northern, Taranaki, Wellington and Otago and Southland Electrical Workers (Electrical Supply Authorities etc.) Award dated the 30th January 1973.

It is further recorded that all wage rates, special payments and allowances shall be amended in like manner to any adjustment made in any future reissue of the Northern, Taranaki, Wellington and Otago and Southland Electrical Workers (Electrical Supply Authorities etc.) Award dated 30th January 1973.

The Commission in registering this voluntary settlement is satisfied that a serious anomaly has been established pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 and its order in this respect is incorporated in the document.

G. O. Whatnall, President.