

(4435.) CANTERBURY ELECTRICAL WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Christchurch Branch of the Amalgamated Society of Engineers, including Brassfinishers, Range-workers, Metal-workers' Assistants, Electrical Workers, Tinsmiths and Sheet-metal Workers and their Assistants' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Anderson, J., engineer, Lichfield Street, Christchurch.
- Ashburton Electrical Supply Company, Ashburton.
- Berry, J., electrical engineer, Manchester Street, Christchurch.
- Brown Bros., electrical engineers, 632 Colombo Street, Christchurch.
- Burt, A. and T., electrical engineers, Tuam Street, Christchurch.
- Canterbury Frozen Meat Company, Hereford Street, Christchurch.
- Christchurch City Council, Council Chambers, Worcester Street.
- Christchurch Hospital, Christchurch.
- Christchurch Meat Company (Limited), Head Office, 159 Hereford Street, Christchurch.
- Christchurch Tramway Board, offices Falsgrave Street, Sydenham.
- Clark, Francis, electrical engineer, Hereford Street, Christchurch.
- Craddock and Co., electrical engineers, 169 St. Asaph Street, Christchurch.
- Dewsbury, J., electrical engineer, Colombo Street, Christchurch.
- Heathcote County Council, offices Armagh Street, Christchurch.
- Kingham, H., electrical engineer, 34 North Street, Timaru.
- Laurie, J. S., electrical engineer, Stafford Street, Timaru.
- Lyttelton Times Publishing Company, Gloucester Street, Christchurch.
- National Electric Company, High Street, Christchurch.
- Press Publishing Company, Worcester Street, Christchurch.
- Public Works Department, Government Buildings, Worcester Street.
- Riccarton Borough Council, Riccarton.
- Scott Bros., electrical engineers, 64 Manchester Street, Christchurch.
- Small, J. S., electrical engineer, Hereford Street, Christchurch.

Spreydon Borough Council, Spreydon.

Sumner Borough Council, Sumner.

Tai Tapu Dairy Company, manager's office, Moorhouse Avenue.

Timaru Borough Council, Timaru.

Turnbull and Jones, electrical engineers, Cashel Street, Christchurch.

Watkinson and Son, electrical engineers, Tuam Street, Christchurch.

Woolston Borough Council, Regent Street, Woolston.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 19th day of July, 1916, and shall continue in force until the 19th day of July, 1917, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 19th day of September, 1916.

— T. W. STRINGER, Judge.

SCHEDULE.

Interpretation.

1. Electrical workers' work shall mean and include the erection, installation, and repairing of electrical appliances as follows:

Electric generators, motors, controllers, switchboards, transformers, electric lifts, boosters, storage batteries, fire-alarms, telephones, radiators, and the electric wiring of installations, and of all machinery used for the conversion of mechanical power into electric power and *vice versa*.

Wages.

2. (a.) Electrical workers shall be paid not less than 1s. 6d. per hour.

(b.) All wages shall be paid weekly or fortnightly, either on the job or at the employer's place of business.

(c.) Any worker employed about a ship's boiler, or at installing or repairing storage batteries, or in a freezing-chamber whilst freezing operations are being carried on, also dirty installation and repair work certified to by the person or firm for whom the work is being done, shall be paid not less than 1s. per day in addition to his ordinary wages.

(d.) If a public holiday shall fall on the regular pay-day wages shall be paid on the previous day.

(e.) Any journeyman who is placed in charge of work on which five or more men are employed shall be paid not less than 1s. per day extra in addition to his ordinary wages.

Hours of Labour.

3. Forty-four hours shall constitute a week's work, of which eight hours shall be worked on five days of the week and four hours on Saturday.

Overtime and Holidays.

4. (a.) All time worked in excess of that mentioned in clause 3 in any one day shall be paid for at the rate of time and a quarter for the first two hours, time and a half thereafter up to 10 p.m., and double time until the ordinary starting time next morning.

(b.) Any worker having worked all day and night and being required to continue on into the next day shall be paid double-time rate for all such time worked.

(c.) If the worker is called from his home to work outside ordinary working-hours then he shall, in addition to his wages, be paid for time reasonably occupied by him in travelling from and returning to his home.

(d.) For work done on Sunday, New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day, or King's Birthday double-time rate to be paid.

Night Shifts.

5. (a.) Workers engaged on night shifts shall be paid 2s. per shift extra. Three consecutive nights to be worked before it can be deemed a night shift, otherwise overtime rate to be paid as per clause 4. Overtime for night shifts shall be paid as per clause 4.

(b.) A "night shift" shall mean a shift of eight hours worked between the ordinary hours of leaving off work in the evening and starting time in the morning.

Suburban Work.

6. (a.) Any worker working at a distance of over two miles radius beyond his employer's place of business shall be conveyed by his employer to and from such place of work free of charge, or his travelling-expenses going to and from work shall be paid by his employer. Time occupied in travelling to be paid for at ordinary rate. When the worker is using his bicycle outside the two-miles radius to reach his work tram fares will be paid only on the excess over the two-miles radius.

(b.) Any worker using his bicycle in his employer's interests within the two-miles radius shall be paid an allowance of 9d. per week.

(c.) The employer shall not require the worker to carry ladders or more than a reasonable amount of tools and materials.

Country Work.

7. (a.) "Country work" shall mean work travelled to by the worker which necessitates his lodging elsewhere than his ordinary place of residence.

(b.) A worker employed on country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses to and from such work shall be paid by his employer, but once only during the continuance of the work if the work is continuous and the worker is not in the meantime recalled by his employer.

(c.) The employer shall provide suitable board and lodging while so employed, but the employer in lieu of providing board and lodging may pay the employee £1 per week extra.

(d.) Time occupied in travelling shall be paid for at ordinary rates, but no worker shall be paid more than an ordinary day's pay for any day occupied by him in travelling, even though the hours occupied may exceed eight, unless he is on the same day occupied in working for his employer.

(e.) When a worker is employed on country work at such a distance that he is unable to return to his home at night he may agree with his employer to work at ordinary rates in excess of the hours prescribed by clause 3 hereof.

Apprentices.

8. (a.) An employer taking an apprentice to learn the trade as carried on by the employer shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award. Those employers who carry on special or separate sections of the trade in addition to that of wiring shall have the sole right to

choose which, if any, of their apprentices shall be taught these particular sections. Each apprentice shall be paid not less than the undermentioned rate of wages: For the first year, 10s. per week; second year, 15s. per week; third year, £1 per week; fourth year, £1 5s. per week. The wages for the fourth year to be increased to £1 15s. provided the apprentice has obtained a second-class wireman's license.

(b.) Every apprentice shall serve a period of four years at the trade before being entitled to rank as a journeyman, and may serve an additional twelve months as an improver provided he has not obtained a first-class license from an approved authority, the rate of wages for such improver to be 1s. 3d. per hour.

(c.) An apprentice who has served four years at the trade and is a holder of a first-class wireman's license shall be paid a journeyman's wage.

(d.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give him a certificate for the time served and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by the award according to the total length of time he has served, and generally to perform the obligation of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(e.) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

(f.) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(g.) When an apprentice is discharged for cause the employer shall send notice of the discharge and the cause thereof to the Inspector of Factories.

(h.) All time lost by an apprentice either through his own default or through sickness in any year of his apprenticeship shall be made up before such apprentice shall be considered as having entered upon the next succeeding year of his apprenticeship, but

an apprentice working overtime shall have such time added to his ordinary time in calculating the respective years of his apprenticeship.

(i.) An employer shall not be bound to pay an apprentice for time lost through sickness or through the default of the apprentice, or by his voluntary absence from work without the consent of the employer.

(j.) The proportion of apprentices to journeymen shall be three to every two journeymen. Where one journeyman only is employed one apprentice is allowed, exclusive of improvers.

(k.) An apprentice obtaining a first-class wireman's license during the period of his apprenticeship may elect to be immediately classed as a journeyman, whereupon his apprenticeship shall cease, and he shall be paid in accordance with clause 2 hereof.

(l.) Apprentices shall not be allowed to work overtime when having to attend classes at a technical school or college.

(m.) Any apprentice working under conditions as prescribed in clause 2 (c) shall be paid 6d. per day extra in addition to his ordinary wage.

Under-rate Workers.

9. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award 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 fourteen 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 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 Factories 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.

Electric-power Plants.

10. (a.) All journeymen electrical workers employed running plants, whether direct current or alternating, and exceeding 25 horse-power, either for lighting or power work, are included in this award.

(b.) Clause 2 (a) of this award shall apply to above plants.

General Provisions.

11. (a.) Employers shall provide their employees with engineering tools, soldering-bolts, metal-pots, conduit-fitting tools, files, blow-lamps, vice, hack-saw blades and frames.

(b.) Any worker subject to this award must devote the whole of his working-time to the best interests of his employer.

(c.) During the period of his employment a worker shall not use any of the tools or materials of his employer for work other than that assigned him by his employer.

(d.) The worker shall be responsible for all tools and materials supplied to him, and shall make good any loss (fair wear-and-tear excepted).

Preference.

12. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) Whenever an employer shall engage a worker who is not a member of the union he shall within three days thereafter give notice in writing of such employment to the secretary of the union.

(c.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Exemptions.

13. The North Canterbury Hospital Board is exempted from all the provisions of this award so long as it pays to the workers employed who come within the scope of this award the rates of wages and rates for overtime for work performed in excess of the total number of hours per day as are provided for in the award.

14. (a.) The Christchurch Tramway Board shall pay the workers employed in the power-house who come under the scope of

this award a weekly wage of £3 17s. 6d., and shall give them the same conditions respecting annual holidays and passes as are given for the time being to salaried officers and clerks in its employ.

(b.) The ordinary week's work shall consist of five week-day shifts and one Sunday shift of eight hours each, worked in rotation, and during such hours in the day or night as the operation of the tramway service requires.

(c.) The weekly wage is to cover all extra work which may be occasioned by sickness, holiday relief, or breakdown of machinery.

(d.) The Board is exempted from the operation of all the other provisions of the award except in relation to workers employed at other than a weekly wage.

15. (a.) The Christchurch City Council shall pay the workers employed by them who constitute the operating staff a weekly wage of £3 17s. 6d., and shall give them the same conditions respecting annual holidays as are given for the time being to salaried officers and clerks in its employ.

(b.) The ordinary week's work shall consist of seven day shifts of eight hours, with rotation of shifts.

(c.) The weekly wage is to cover all extra work which may be occasioned by sickness, holiday relief, or breakdown of machinery.

(d.) The Council is exempted from the operation of all the other provisions of the award except in relation to electrical workers employed at other than a weekly wage.

16. The Christchurch Meat Company, the Lyttelton Times Publishing Company, and the Christchurch Press Publishing Company shall be bound by this award only in relation to electrical workers who work at any of the operations coming within clause 1 of this award.

Scope of Award.

17. This award shall cover the Canterbury Industrial District.

Term of Award.

18. This award shall come into force as from the 19th day of July, 1916, and shall continue in force until the 19th day of July, 1917.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 19th day of September, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept.

T. W. STRINGER, Judge.