

(7809.) CHRISTCHURCH CITY COUNCIL LINESMEN.—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 Engineering Union (including Brassfinishers, Rangeworkers, Metal-workers' Assistants, Electrical Workers, Tinsmiths, Sheet-metal Workers, and Cycle-workers) Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

The Christchurch City Council, Christchurch.

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, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 30th day of June, 1925, 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 affixed, and the Judge of the Court hath hereunto set his hand this 12th day of June, 1924.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Interpretation.

1. (a.) "Linesmen's work" means and includes the complete installation of overhead electric light and power mains from the supply station to the point of connection to the consumer's premises, the erection and connecting up of street-lamps, and all repair work in connection with overhead mains.

(b.) "Linesmen's assistants' work" means and includes the carrying-out of all necessary work in assisting linesmen, and under their direction.

(c.) "Workers" means and includes linesmen and linesmen's assistants.

Wages.

2. (a.) All wages shall be paid weekly.

(b.) Linesmen shall be paid at the rate of not less than 2s. 1½d. per hour.

(c.) Linesmen's assistants shall be paid not less than 1s. 11d. per hour.

Hours.

3. (a.) Forty-four hours shall constitute one week's work.

(b.) The working-hours shall be eight hours per day on the first five days of the week, and four hours on Saturday, and shall be

worked between the hours of 8 a.m. and 5 p.m. on the first five days, and 8 a.m. and 12 noon on Saturdays.

(c.) If it is necessary for work to cease owing to wet weather, the men shall be paid for no period less than half a day after having once commenced work.

(d.) Every endeavour shall be made to find work for regular hands during wet weather.

Overtime.

4. (a.) All time worked in excess of the hours mentioned in clause 3 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b.) If at any time a worker is called out after having ceased work, then the time so worked shall be paid for at ordinary overtime rates, to be computed from the time of leaving home to the time of return.

(c.) For all work done between the hours of 12 p.m. and 5 a.m. double time shall be paid, and from 5 a.m. to 8 a.m. time and a half shall be paid.

Holidays.

5. (a.) For all time worked on Sundays and holidays, as provided hereafter, or authorized from time to time by the Christchurch City Council, double time shall be paid.

(b.) The following shall be the recognized holidays, and no deduction from wages shall be made in respect of such holidays: New Year's Day, Good Friday, Easter Monday, King's Birthday, Labour Day, Show Day, Christmas Day, Boxing Day, and such additional days as may from time to time be authorized by the Christchurch City Council.

Country Work.

6. (a.) "Country work" means work performed by a worker which necessitates his sleeping away from his usual 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 going to and returning 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.) Time occupied in travelling shall be paid for at ordinary rates, but no worker shall be paid more than an ordinary day's wages for any day occupied by him in travelling, although the time occupied may exceed eight hours.

(d.) 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 in clause 3 hereof.

Suburban Work.

7. (a.) "Suburban work" means work performed by a worker at a distance of over a mile and a half from his employer's place of business (or some central place to be agreed upon), but which does not come within the definition of country work.

(b.) Workers shall be at the place where the work is to be performed at the hour appointed for commencement of work, but if such place is distant more than one mile and a half from the employer's office or place of business, or the central place selected, workers employed thereon shall be allowed and paid for the time reasonably occupied by them in travelling to and from such work beyond the one-and-a-half-miles radius, or they shall be conveyed to and from such work at the cost of the employer, but no worker residing less than a mile and a half by a convenient mode of access for foot-passengers from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause. All time travelled beyond the first mile and a half shall be allowed for at the rate of one hour for each four miles so travelled.

Tools.

8. All necessary tools, including one knife each year, shall be provided by the employer, but the employee who receives such tools shall sign for them and be held responsible for their safety. In the event of tools being lost they shall be replaced by the employees responsible for their safety.

Accident Provisions.

9. A suitable ambulance first-aid outfit shall be supplied to each cart.

Preference.

10. In engaging workers, preference shall be given to members of the Linesmen and Linesmen's Assistants' Section of the union, provided such members are available, and provided membership of the union is open to all workers of good character and sober habits for an entrance fee not exceeding 5s. and a subsequent weekly payment not exceeding 9d.

General Provisions.

11. (a.) Workers shall be supplied with best-quality gloves and lifebelts.

(b.) Workers who provide themselves with gumboots, oilskins, and sou'-westers for use in wet weather on outside work shall receive 9d. per week allowance.

Scope of Award.

12. This award shall apply only to the parties named herein.

Term of Award.

13. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of January, 1924, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof ; and this award shall continue in force until the 30th day of June, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of Court hath hereunto set his hand, this 12th day of June, 1924.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

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

[L.S.]

F. V. FRAZER, Judge.
