

(8348.) CHRISTCHURCH AND TIMARU. LINESMEN AND LINESMEN'S ASSISTANTS.—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 and Allied Trades (Linesmen's Section) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Christchurch City Council, Christchurch.

The Timaru Borough Council, Timaru.

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 from the 14th day of September, 1925, and shall continue in force until the 14th day of September, 1927, 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 3rd day of September, 1925.

[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 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.
- (e.) From the 15th May to the 15th August the working-hours shall be between the hours of 8 a.m. and 4.30 p.m. with thirty minutes for lunch.

*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, 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.

*Matters not provided for.*

6. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the president or secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, 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 upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

*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).

(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's 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 gum boots, oilskins, and sou'-westers for use in wet weather on outside work shall receive 1s. 3d. per week allowance.

*Scope of Award.*

12. This award shall apply only to the employers named herein, and such other employers as the Court may hereafter by special order direct to be added as parties.

*Term of Award.*

13. This award shall come into force on the 14th day of September, 1925, and shall continue in force until the 14th day of September, 1927.

In witness whereof the seal of the Court of Arbitration hath heretofore been put and affixed, and the Judge of the Court hath hereunto set his hand, this 3rd day of September, 1925.

[L.S.]

F. V. FRAZER, Judge.

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MEMORANDUM.

The Court has settled the clauses relating to wages and the term of the award. In regard to a claim by the union that no linesman should be required to work on a live wire unless an assistant was provided, the Court is satisfied that the granting of such a claim would lead to difficulties. Most of the emergency work performed by linesmen is of a simple nature, and no appreciable risk is involved. The delays that would result from prohibiting a linesman from undertaking such jobs single-handed would cause unnecessary inconvenience. The Court, however, approves the principle that if an emergency job presents any appreciable element of danger or special difficulty the linesman should have an absolutely unfettered discretion to decide whether he should wait for an assistant before undertaking the work. The employers' representatives were willing to accept this principle, and the Court considers that the position will be sufficiently met by this memorandum.

F. V. FRAZER, Judge.

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