

(8487.) WANGANUI-RANGITIKEI ELECTRIC-POWER BOARD'S ELECTRICAL WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington 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 Wanganui-Rangitikei Electric-power Board Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies hereinafter called "the employers") :—

The Wanganui-Rangitikei Electric-power Board, Wanganui.

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 4th day of January, 1926, and shall continue in force until the 4th day of January, 1928, 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 17th day of December, 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.) "Cable-jointers' assistants' work" means and includes assisting the cable-jointer and working under his direction.

(d.) "Cable-layers' assistants' work" means and includes all work generally performed in connection with the laying of cable-mains and carried on under the directions of the foreman cable-layer.

*Wages.*

2. (a.) The following shall be the minimum rates of wages:—

	Per Hour.	
	s.	d.
Cable-jointers .. .. .	2	3
Linesmen .. .. .	2	1½
Linesmen's assistants .. .. .	1	11
Cable-jointers' assistants .. .. .	1	11
Cable-layers' assistants .. .. .	1	10½

(b.) Man in charge of four or more linesmen or cable-jointers shall be paid 1s. per day in addition to the appropriate rate provided for above.

(c.) In the City of Wanganui wages shall be paid weekly and in money, and elsewhere as may be agreed between the Board and the workers concerned.

#### *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 four 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.) Should the worker receive notification of his being called out prior to his ceasing his ordinary work, he shall in such case only be entitled to overtime rates for the time he has actually worked.

#### *Holidays.*

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

(b.) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Anniversary Day, Anzac Day, Christmas Day, and Boxing Day.

(c.) All workers who have been in the employ of the Board for a period of three months or more shall be entitled to ordinary wages in respect of the holidays mentioned.

(d.) Double time for such workers shall mean the ordinary rate for time worked in addition to the day's pay.

#### *Suburban Work.*

6. (a.) "Suburban work" shall mean work performed at a distance of two miles or over from the Chief Post-office at Wanganui.

(b.) Workers shall be at the place where the work is to be performed at the hour appointed for commencing work, but if such place is distant two miles or more from the Chief Post-office aforementioned,

workers who are so employed shall be allowed and paid at ordinary rates for time reasonably occupied by them in travelling to and from such work beyond the two miles aforementioned, or they shall be conveyed to and from such work at the cost of the employer.

(c.) No worker who resides less than two miles 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.

(d.) All tram fares incurred by workers proceeding to and returning from work for distances over two sections from the Chief Post-office shall be paid for by the employer.

#### *Country Work.*

7. (a.) "Country work" shall be deemed to mean work performed by a worker which necessitates his lodging elsewhere than at 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.) The employer shall either provide every worker employed on country work with suitable board and lodging while so employed, or shall pay the worker 4s. 2d. per day in addition to his ordinary wages.

(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 in clause 3 hereof. This shall not apply to work done on Sundays and holidays.

#### *Tools.*

8. All necessary tools shall be provided by the employer. Employees shall sign for any tools served out to them if requested by the employer, and shall return such tools in good order, subject to fair wear-and-tear, or pay for them.

#### *Accident Provisions.*

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

#### *Safety Outfit.*

10. Workers shall when necessary be supplied with best-quality gloves and life-belts when on live overhead work, and best-quality gloves and mats when on live underground work.

*Stone-work.*

11. (a.) Workers employed on machine drills or as shot-firers shall be paid 2d. per hour extra.

(b.) Men employed at hammer and drill work shall be paid 1d. per hour extra.

*Higher-grade Work.*

12. Any worker put to do work of a higher grade shall receive the wages of such grade while so employed.

*Matters not provided for.*

13. Any dispute in connection with any matter not provided for in this award shall be settled between the employer's representative and the secretary or president 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 may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation 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.

*Preference.*

14. (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 fourteen 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.) The provisions of this 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 9d. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

*Scope of Award.*

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

*Term of Award.*

16. This award shall come into force on the 4th day of January, 1926, and shall continue in force until the 4th day of January, 1928.

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 17th day of December, 1925.

[L.S.]

— F. V. FRAZER, Judge.

## MEMORANDUM.

This award is based largely upon the recent Auckland award. No recommendations were filed. The Court was asked by the Board's advocate to include a definition of general labourers' work, and to provide a rate of wages for general labourers. The Court, however, considers that general labourers are properly dealt with in a General Labourers' award; and, further, that the work of linesmen's assistants and cable-layers' assistants necessarily involves the performance of a certain amount of labouring-work. In order to avoid confusion, the Court thinks it better that labourers who are employed solely as labourers should not be brought under this award. A linesman's assistant and a cable-layer's assistant are, of course, entitled to the wages and conditions fixed by this award, notwithstanding that their work may be largely labouring-work.

— F. V. FRAZER, Judge.