

(10096.) WELLINGTON CITY CORPORATION LINESMEN AND
LINESMEN'S ASSISTANTS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Wellington Electrical Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Wellington City Corporation, Harris Street, Wellington.

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 1st day of July, 1931, and shall continue in force until the 30th day of June, 1932, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 26th day of June, 1931.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Interpretation.

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

Hours.

2. (a) Forty-five hours shall constitute a week's work.

(b) The working-hours shall be eight hours and a quarter on five days of the week, and three hours and three-quarters on one day of the week, and shall be worked between 7.30 a.m. and 5 p.m. on five days of the week, and 7.30 a.m. and noon on Saturday.

Wages.

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

(b) Linesmen shall be paid at the rate of not less than 2s. 2½d. per hour.

(c) Linesmen's assistants permanently employed shall be paid not less than 2s. per hour, and no worker other than a casual shall lose time when he is unable to work owing to wet or tempestuous weather.

(d) Extra assistant linesmen may be employed casually, and their minimum rate of pay shall be, while they are so casually employed, 2s. per hour. If and when any person has been so casually employed as an extra assistant linesman for a continuous period of three months he shall automatically become and be deemed to be an assistant linesman, and shall be paid as an assistant linesman.

(e) If linesmen's assistants are temporarily employed as linesmen they shall be paid at linesmen's rate of pay for such time as they are so employed: Provided that if they are so engaged for any period they shall be paid for not less than two hours at linesmen's rates of wages.

(f) Labourers employed to do labouring-work in connection with the carrying-out of the work of linesmen shall be paid the wages provided for general labourers in the General Labourers' award operating in the City of Wellington during the currency of this award.

(g) Any labourer employed overhead in running wires shall be paid as an assistant linesman while so employed.

(h) The above rates of pay are subject to the 10-per-cent. reduction authorized by the order of this Court of the 29th day of May, 1931: Provided, however, that nothing herein contained shall affect the existing right of the union to apply for exclusion from the operation of the said order.

Overtime.

4. (a) All time worked in excess of the hours hereinbefore provided shall be paid for at the rate of time and a half for the first three hours, and double time thereafter until starting-time next morning.

(b) If at any time a man is called out after having ceased work, then the time worked shall be at the rate of time and a half for the first three hours and double time thereafter, and shall count from the time of his leaving home until reporting off at his depot.

Holidays.

5. (a) For all time worked on Sundays and holidays (as hereinbefore provided) double rates shall be paid.

(b) After three months' continuous service full rate of pay shall be granted to workers under this award for the following holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Anniversary Day, Boxing Day, and Christmas Day, or any day observed in lieu of any of the days above mentioned.

(c) Casual employees shall be paid double time for all work done on the holidays mentioned in subclause (b) of this clause.

Suburban Work.

6. (a) "Suburban work" means work performed by a worker outside a distance of two tramway sections from the Town Hall, Lower Cuba Street, Wellington.

(b) All workers employed on suburban work shall be paid all travelling-expenses and for time occupied in travelling beyond such distance.

(c) No worker who resides within two tramway sections' distance of such work shall be entitled to such allowance.

(d) In the event of a worker proceeding to his work on foot he shall be deemed to travel at the rate of four miles per hour.

Tools.

7. All necessary tools, including one knife each year, shall be provided by the employer, but the employee who receives same shall sign for them and be held responsible for their safety.

The Corporation undertakes to supply for each linesman a tool-box with lock attached for the storing of tools.

General Provisions.

8. Workmen shall be supplied with best-quality rubber gloves obtainable, also life-belts.

Preference.

9. (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. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 1st day of June, 1929, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(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 1s. 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."

Term of Award.

10. This award shall come into force on the 1st day of July, 1931, and shall continue in force until the 30th day of June, 1932.

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 26th day of June, 1931.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

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

F. V. FRAZER, Judge.

(10177.) WELLINGTON CITY CORPORATION LINESMEN AND LINESMEN'S ASSISTANTS.—APPLICATION FOR EXEMPTION FROM GENERAL ORDER.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Finance Act, 1931; and in the matter of the Wellington City Corporation Linesmen and Linesmen's Assistants' award, dated the 26th day of June, 1931, and recorded in Book of Awards, Vol. XXXI, p. 170.

JUDGMENT OF THE COURT, DELIVERED BY FRAZER, J.

THIS is an application for exclusion from the operation of the general order of 29th May, 1931. Many of the grounds relied on relate to the ordinary conditions of the employment, and, while these may properly be considered when the Court is dealing with an application for a new award, they are irrelevant to the present application. The other grounds relied on are of a more or less general nature, and do not disclose any special hardship suffered by the workers in this industry as distinguished from workers in other industries.

The application is accordingly refused.

Dated the 21st day of September, 1931.

[L.S.]

F. V. FRAZER, Judge.